



ROY CITY COUNCIL MEETING AGENDA

JULY 15, 2025 – 5:30 P.M. AMENDED 7.14.25 TO ADJUST SPELLING ERRORS.

ROY CITY COUNCIL CHAMBERS 5051 S 1900 W ROY, UTAH 84067

This meeting will be streamed live on the Roy City YouTube channel.

- A. Welcome & Roll Call**
- B. Moment of Silence**
- C. Pledge of Allegiance**
- D. Consent Items**

1. May 2025 Financial Statement
2. June 3, 2025, Roy City Council Special Work Session Minutes and June 17, 2025, Roy City Council Meeting Minutes
3. Surplus Fire Department and Police Department Motorola Radios – see attached list
4. Re-appointment of Planning Commissioner, Dan Tanner

E. Public Comments – 4 minutes

If you are unable to attend in person and would like to make a comment during this portion of our meeting on ANY topic you will need to email admin@royutah.org ahead of time for your comments to be shared. This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the time you take. We welcome all input and recognize some topics take a little more time than others. If you feel your message is complicated and requires more time to explain, then please email council@royutah.gov

F. Presentation Item

1. UDOT 5600 South Update

G. Action Item

1. **Consideration of Resolution 25-20;** A Resolution of the Roy City Council Honoring Louise “Weezie” Eames as the 2025 Roy Days Parade Grand Marshal.
2. **Consideration of Resolution 25-21;** A Resolution of the Roy City Council Approving an Agreement with PacifiCorp for the Lease of Property for a Public Park and Detention Pond.
3. **Consideration of Resolution 25-22;** A Resolution Authorizing and Approving an Interlocal Agreement with Weber County for the Provision of Technical Forensic Services for Roy City.
4. **Consideration of Ordinance 25-10;** Continuation of a request to amend the General Plan (Future Land Use Map) from Single-Family Residential to Multi-Family Residential.
5. **Consideration of Ordinance 25-11;** Consider a request to amend the Zoning Map from RE-20 (Residential Estates) to R-5 (Multi-Family Residential) at 2349 West 6000 South & 2365 West 6000 South.
6. **Consideration of Ordinance 25-14;** Consider amendments to Title 10 – Zoning Regulations, Chapter 10 – General Property Development Standards, § 24 – Tables of Lot and Setback Requirements for Primary Buildings, Table 10-1 – Minimum Lot and Setback Requirements for Primary Building in Residential Zones (Minimum Yard Requirements – Front Yard) – Applicant Dustin Carter.



City Manager
Matt Andrews

Assistant City Manager
Brody Flint

City Recorder
Brittany Fowers



Mayor
Robert Dandoy

Council Members
Ann Jackson
Bryon Saxton
Diane Wilson
Randy Scadden
Sophie Paul

H. Discussion Items

1. Rail Runner Stop Sign – Councilmember Scadden

I. City Manager & Council Report

J. Adjournment

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Administration Department at (801) 774-1020 or by email: admin@royutah.gov at least 48 hours in advance of the meeting.

Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) "Electronic Meetings" of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 14th day of July 2025. A copy was also posted on the Roy City Website and Utah Public Notice Website on this 14th day of July 2025.

Visit the Roy City Web Site @ www.royutah.gov
Roy City Council Agenda Information – (801) 774-1020

Brittany Fowers
City Recorder



ROY CITY CORPORATION
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PROPERTY TAX	40,509.49	4,991,925.18	4,945,000.00	(46,925.18)	101.0
SALES AND USE TAX	835,984.76	6,428,472.48	8,360,000.00	1,931,527.52	76.9
FRANCHISE TAX	183,177.33	2,637,227.16	3,020,850.00	383,622.84	87.3
LICENSES AND PERMITS	59,384.59	539,998.46	406,000.00	(133,998.46)	133.0
INTERGOVERNMENTAL	40,687.50	343,217.98	297,532.00	(45,685.98)	115.4
CHARGES FOR SERVICES	328,158.61	3,205,022.38	3,967,500.00	762,477.62	80.8
FINES AND FORFEITURES	84,622.89	748,789.05	692,000.00	(56,789.05)	108.2
MISCELLANEOUS REVENUE	30,793.92	791,129.60	481,000.00	(310,129.60)	164.5
CONTRIBUTIONS AND TRANSFERS	10,890.00	461,289.00	516,641.00	55,352.00	89.3
	1,614,209.09	20,147,071.29	22,686,523.00	2,539,451.71	88.8
<u>EXPENDITURES</u>					
LEGISLATIVE	38,246.83	377,218.76	563,837.00	186,618.24	66.9
LEGAL	46,546.32	367,525.77	452,585.00	85,059.23	81.2
LIABILITY INSURANCE	22,376.75	246,144.25	268,521.00	22,376.75	91.7
JUSTICE COURT	50,244.86	411,796.49	497,108.00	85,311.51	82.8
FINANCE	60,976.75	417,903.17	531,185.00	113,281.83	78.7
TRANSFERS	67,710.91	744,820.01	812,531.00	67,710.99	91.7
BUILDING/GROUND MAINT DIVISION	42,062.54	483,388.34	536,743.00	53,354.66	90.1
POLICE AND ANIMAL SERVICES	712,963.56	6,586,341.46	7,408,382.00	822,040.54	88.9
FIRE & RESCUE	615,062.32	5,300,339.87	5,723,327.00	422,987.13	92.6
COMMUNITY DEVELOPMENT	80,648.16	673,711.92	791,721.00	118,009.08	85.1
STREETS DIVISION	87,391.43	704,890.70	815,718.00	110,827.30	86.4
FLEET SERVICES DIVISION	20,931.52	145,733.60	254,969.00	109,235.40	57.2
PUBLIC WORKS ADMINISTRATION	42,862.90	322,090.24	421,050.00	98,959.76	76.5
RECREATION COMPLEX	87,498.11	785,472.09	980,611.00	195,138.91	80.1
AQUATIC CENTER	73,658.43	592,566.19	835,185.00	242,618.81	71.0
ROY DAYS	(150.02)	82,433.12	124,571.00	42,137.88	66.2
PARKS & RECREATION	146,476.77	1,209,788.64	1,668,479.00	458,690.36	72.5
	2,195,508.14	19,452,164.62	22,686,523.00	3,234,358.38	85.7
	(581,299.05)	694,906.67	0.00	(694,906.67)	.0

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2025

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
41 CAPITAL PROJECTS FUND	34,947.57	440,501.27	2,333,380.00	1,892,878.73	18.9
50 UTILITY ENTERPRISE FUND	997,414.76	11,270,265.17	11,905,350.00	635,084.83	94.7
51 STORM WATER UTILITY FUND	109,130.03	1,206,834.50	1,272,500.00	65,665.50	94.8
53 SOLID WASTE UTILITY FUND	269,578.09	2,973,073.34	3,000,000.00	26,926.66	99.1
60 INFORMATION TECHNOLOGY	65,315.74	718,473.14	926,989.00	208,515.86	77.5
63 RISK MANAGEMENT FUND	31,966.83	378,472.75	383,602.00	5,129.25	98.7
64 CLASS "C" ROADS	358,381.65	1,697,546.98	1,782,040.00	84,493.02	95.3
65 TRANSPORTATION INFRASTRUCTUR	85,903.26	866,498.39	4,049,504.00	3,183,005.61	21.4
67 STORM SEWER DEVELOPMENT	21,561.00	116,927.32	196,000.00	79,072.68	59.7
68 PARK DEVELOPMENT	27,766.54	176,302.93	33,000.00	(143,302.93)	534.3
71 REDEVELOPMENT AGENCY	25,913.75	596,675.61	1,530,809.00	934,133.39	39.0
75 CEMETERY FUND	656.36	7,831.17	0.00	(7,831.17)	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	2,028,535.58	20,449,402.57	27,413,174.00	6,963,771.43	74.6
<u>EXPENDITURES</u>					
41 CAPITAL PROJECTS FUND	47,801.68	1,531,384.02	2,333,380.00	801,995.98	65.6
50 UTILITY ENTERPRISE FUND	754,874.02	8,770,297.64	11,905,350.00	3,135,052.36	73.7
51 STORM WATER UTILITY FUND	92,119.79	946,334.39	1,272,500.00	326,165.61	74.4
53 SOLID WASTE UTILITY FUND	259,477.89	2,511,523.21	3,000,000.00	488,476.79	83.7
60 INFORMATION TECHNOLOGY	57,436.51	656,189.95	926,989.00	270,799.05	70.8
63 RISK MANAGEMENT FUND	32,910.71	367,998.80	383,602.00	15,603.20	95.9
64 CLASS "C" ROADS	103,881.04	842,782.66	1,782,040.00	939,257.34	47.3
65 TRANSPORTATION INFRASTRUCTUR	130,812.04	244,555.91	4,049,504.00	3,804,948.09	6.0
67 STORM SEWER DEVELOPMENT	0.00	7,899.25	196,000.00	188,100.75	4.0
68 PARK DEVELOPMENT	0.00	(0.60)	33,000.00	33,000.60	.0
71 REDEVELOPMENT AGENCY	75.00	429,064.00	1,530,809.00	1,101,745.00	28.0
75 CEMETERY FUND	0.00	0.00	0.00	0.00	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	1,479,388.68	16,308,029.23	27,413,174.00	11,105,144.77	59.5
	549,146.90	4,141,373.34	0.00	(4,141,373.34)	.0



ROY CITY
Roy City Council Special Work Session Meeting Minutes
June 3, 2025– 5:30 p.m.
Roy City Council
5051 S 1900 W Roy, UT 84067

Minutes of the Roy City Council Special Work Session held in person in the Roy City Basement Conference Room and streamed on YouTube on June 3, 2025, at 5:30 p.m.

Notice of the meeting was provided to the Utah Public Notice Website at least 24 hours in advance. A copy of the agenda was also posted on the Roy City website.

The following members were in attendance:

Mayor Dandoy
Councilmember Jackson
Councilmember Saxton
Councilmember Scadden
Councilmember Sophie Paul
Councilmember Wilson

City Manager, Matt Andrews
City Recorder, Brittany Fowers
City Attorney, Matt Wilson

Excused:

Also present were: Management Services Director, Amber Kelley; Police Chief, Matt Gwynn; Fire Chief, Theron Williams; Public Works Director, Brandon Edwards; Parks and Recreation Director, Michelle Howard; Community Development Director, Brody Flint; Police Captain, Armando Perez, Helen Garcilazo, and various members of the Roy City Fire Dept; Glenda Moore, Ashlyn Scadden, Janel Hulbert, Darrin Albright, Cindy Whinham, and Leon Wilson.

A. Welcome & Roll Call

Mayor Dandoy welcomed those in attendance and noted Councilmembers Jackson, Saxton, Paul, Wilson and Scadden were present.

B. Discussion Item

1. Fiscal Year 2026 Budget

Mayor Dandoy asked the Council to look at the sales trend for the sales tax revenue. Mayor Dandoy said this was generally their biggest source of revenue, and it has flatlined. Mayor Dandoy said he had pulled several stats including liquor distribution, energy, and housing. Mayor Dandoy said he has never seen data like this. Mayor Dandoy said they went over 145 million in sales, so the flatlining doesn't mean people were not spending money. Councilmember Jackson asked if this includes Amazon. Mayor Dandoy said yes. Mayor Dandoy said 50% of revenue comes from population, and that was the biggest problem. Mayor Dandoy said 49% of all of this revenue went to Utah County while the net increase in Weber did not come to Roy. Mayor Dandoy said their population number may have dropped by 200, though he questions these figures.

Mayor Dandoy provided the Council with a chart. Mayor Dandoy said 25% of sales tax revenue comes from grocery stores. Mayor Dandoy noted all the chart comparisons come from the state of Utah. Mayor Dandoy said there was a short term issue and long term sustainability issue. Mayor Dandoy said the long term solution needs to be generating more sales tax and building more business space to generate more revenue. Mayor Dandoy said if you just took one building valued around 20 million dollars, Roy City would see a sizable increase in sales revenue tax. Mayor Dandoy pointed out that most of downtown was

refurbished and not newly built.

Mayor stressed that the Council needed to solve today's challenges and ask how they will face tomorrow.

City Manager Matt Andrews led the rest of the item. City Manager Andrews said this was meant to be a guided discussion. City Manager Andrews said they have had multiple deep dives on the budget, and the tentative budget was submitted on May 6th. City Manager Andrews said they would also be discussing this June 17th. City Manager Andrews said they need to address an overestimate in wage projections and the repurposing of \$300,000. City Manager Andrews said it was projected that that new tax increase would be around 15%.

City Manager Andrews said there were only a few ways to balance the budget including raising taxes, increasing emphasis on economic development - which was a delayed approach -, and you can cut services. City Manager Andrews said none of these were perfect solutions and will yield pushback. City Manager Andrews said today he wants to focus on challenges Roy was facing. City Manager Andrews said one of the biggest issues was how much Roy pays their employees. City Manager Andrews said they were 14% behind neighboring cities in wages. City Manager Andrews said they also went through an operational cut which they addressed in the packet.

City Manager Andrews said 1% tax increase will produce about \$50,000. City Manager Andrews said 60% of this goes towards public safety.

City Manager Andrews discussed employee turnover. City Manager Andrews said certain sectors have a 70% turnover. City Manager Andrews said most of these employees were leaving because of the pay. City Manager Andrews said other cities do creative things to retain employees. City Manager Andrews called for collaboration.

Councilmember Scadden said a 10% pay differential for an employee making \$60,000 would amount to an extra \$6,000 per year. Councilmember Scadden said this made a huge difference. Councilmember Scadden said they were turning themselves into a training ground as they train people and prepare them to get a higher paying job elsewhere.

Councilmember Wilson asked what the solution was.

Councilmember Scadden said he thinks a 15% tax increase was perfectly fine. Councilmember Scadden recommended earmarking \$250,000 to spread across police, fire department, and public works.

Councilmember Wilson asked if Councilmember Scadden was proposing a perpetual raise every year. Councilmember Scadden said yes. Councilmember Scadden said the average homemaker takes a long time to accrue significant sales tax.

Councilmember Wilson said she was concerned that \$540 of the budget comes from one-time money from the sale of the land. Councilmember Wilson said the \$300,000 was beneficial in tackling preventative measures. Councilmember Wilson said maybe they put \$100,000 in a preventative budget and maybe they put \$200,000 towards a one-time wage adjustment.

Councilmember Scadden said his proposal was not to use the one-time funds. Councilmember Scadden said he was under the impression there was an error and they have \$300,000 they didn't know about. City Manager Andrews confirmed this was true.

Councilmember Scadden said because they found the \$300,000, they can lower the tax increase and still

address the wage compression issue.

Councilmember Wilson was confused. Councilmember Wilson said they could simply shift \$300,000 into a new pot. Councilmember Wilson asked City Manager Andrews to review again so they could know which of them was misunderstanding the issue.

City Manager Andrews said they sold land earlier in the budget process. City Manager Andrews said as part of the process earlier on, they discussed how to use this revenue to balance the budget despite it being one-time money. City Manager Andrews said they were also discussing how to generate more revenue. City Manager Andrews said he understood that Councilmember Wilson was calling for more sustainable revenue and understood that using one-time funds could create a shortfall.

Councilmember Scadden said he was looking at the long-time budget. Councilmember Scadden said he did not want to use the \$300,000 to totally offset the budget.

City Manager Andrews said they absolutely have to address the wage compression issue. City Manager Andrews said this was part of the social contract. City Manager Andrews said if there was a problem in his family which requires the fire department, he wants to ensure they receive the best service.

Councilmember Wilson said she was concerned about creating a long-term raise. Councilmember Wilson talked about making some adjustments now but figuring out how to come up with more money to make up wages in the coming years.

Councilmember Scadden asked to hear from the impacted departments. Councilmember Scadden wanted to make clear who they were talking about.

Mayor Dandoy asked Fire Chief Theron Williams to weigh in. Fire Chief Williams said they have put in a hiring freeze for the last six months. Fire Chief Williams said they could change their count which would help the budget. Fire Chief Williams said he was open to sacrificing two positions for now.

Mayor Dandoy said if they entertain this idea, they need to acknowledge that there will be an increase in salaries. Mayor Dandoy said if the Council agrees to this, it needs to be explicitly written into the budget.

Fire Chief Williams said they were looking to be more competitive and make adjustments as soon as possible.

Councilmember Jackson asked for clarification on the adjustment.

Mayor Dandoy said there was a \$750,000 deficit offset by the \$300,000 found, totaling \$400,000. Mayor Dandoy said a 15% property tax increase doesn't innately fix the 14% difference between Roy and neighboring cities in wages. Mayor Dandoy said they need to assess if there's enough money to pay the COLA and merit increases already outlined in the budget.

Fire Chief Williams said dropping two employees helps with this. Mayor Dandoy said this drop does not address the COLA and merit increases. Mayor Dandoy said they will still be far behind, though this does help them get closer.

Councilmember Wilson said they could do a one-time wage adjustment to help everyone with the \$300,000. Councilmember Wilson said a long-term solution could be to hold off on opening a new position.

Public Works Director Brandon Edwards said his department was tricky because he uses Enterprise Funds and General Funds. Public Works Director Edwards said if doesn't fill a position through Enterprise, he cannot use General Funds for things Enterprise Funds were generally set aside for. Mayor Dandoy said they could seek approval for wages and lean on the Enterprise Funds. Public Works Director Edwards said he would like to start by giving a 2% wage, though he'd like to get a little more aggressive.

Councilmember Scadden said it was easier to start somewhere in the middle than starting at a lower rung of wage increases.

Public Works Director Edwards said he would need to raise current employee wages before raising starting salaries. Councilmember Scadden said there was no real "silver bullet" in addressing this issue. Public Works Director Edwards said he was against lateral raises and wants to focus on raising wages for his employees who have worked in public works for at least five years. Public Works Director Edwards said he has had employees apply for other jobs he cannot compete with.

Mayor Dandoy said as it sits right now, they need to give everyone their COLA and merit increases. Mayor Dandoy said this means bringing in an extra \$450,000. Mayor Dandoy said Public Works Director Edwards's point was that they need a systemic solution. Mayor Dandoy said they fight this battle every year. Mayor Dandoy said they need to ask if 9% was enough.

Councilmember Scadden said he thought they were looking at a 15% increase.

Mayor Dandoy said the 15% was proposed before they found the \$300,000. Mayor Dandoy said if the overall bill was a 2.1 million dollar bill.

Councilmember Wilson said 15% still has them in the hole for next year. Councilmember Scadden said they would need to move up to 20% to account for this hole. Mayor Dandoy insisted they come up with a tax increase ceiling.

Councilmember Jackson said she wants to keep the fire department and the police department. Councilmember Jackson said they were like a family and she wants to keep them together. Councilmember Jackson said she was open to a \$7 per month increase if it means greater safety. Councilmember Jackson said they have to pay for services as citizens.

City Manager Andrews said his point was that this was all part of the social contract. City Manager Andrews said if his neighbor was struggling and needed money, he would help them.

Councilmember Brian Saxon said that by raising property taxes, they were also raising taxes on families who want to live here and disadvantaged citizens. Councilmember Saxon said he understands these people save lives, but they need to change the formula.

City Manager Andrews said that was what they were discussing. City Manager Andrews said these changes will be painful for the next few years. City Manager Andrews said he understood Councilmember Saxon's heart was in the right place, and that if Councilmember Saxon needed money, he would help him. Councilmember Saxon said he didn't need the money and was paying his taxes.

Councilmember Jackson said there were projects in the works which she hoped would bring in more revenue. Councilmember Jackson said she hoped this meant they wouldn't need to raise taxes. Councilmember Jackson said every little bit helps.

Councilmember Jackson said she understands the raise in price affects people.

Councilmember Saxon said once they put the tax on, it's there. Councilmember Saxon said this will chew people up. Councilmember Jackson said she feels bad for people who have to make tougher choices because of a raise in taxes. Councilmember Saxon emphasized that they will be facing this problem again next year. Councilmember Saxon said residents do not want a raise in taxes. Councilmember Saxon said every time they do this, it never works out. Councilmember Saxon said he has never seen a city tax their way out of problems.

Councilmember Jackson asked what Councilmember Saxon's solution was. Councilmember Jackson asked how Councilmember Saxon thinks services were paid for if not for taxes. Councilmember Saxon said he had a few solution ideas but wasn't sure if they would work. Councilmember Saxon said he thought a hiring freeze might help.

Councilmember Saxon said a natural petition could also help. City Manager Andrews said that typically doesn't work.

Mayor Dandoy said there was solid evidence that having parks and recreation statistically helps children and keeps them away from crime. Mayor Dandoy said services all serve a purpose. Mayor Dandoy said they can flesh out the ideas tonight but do not need to vote tonight. Mayor Dandoy asked the Council to consider what adjustments they want to make to the budget.

City Manager Andrews said they can tentatively decide a tax increase ceiling but have extra time to finalize a decision.

Mayor Dandoy said he wants to prioritize considering the police department, fire department, and public works.

Fire Chief Williams said Public Works Director Edwards's biggest problem was flexibility on paying people. Fire Chief Williams said Public Works Director Edwards cannot be competitive. Fire Chief Williams said they need to change their wage policy.

Councilmember Wilson asked if these changes would need to be applied across the whole city government. City Attorney Wilson said there was a trickle effect that goes throughout the city.

Councilmember Scadden suggested looking at how other cities manage this.

Councilmember Wilson asked to look at the turnover numbers just for this last year. Councilmember Wilson said maybe they could adjust wages based on tenure. Management Services Director Amber Kelley said the last three years averaged around 25% turnover and this past year was about 17%. Councilmember Jackson asked Parks and Recreation Director Michelle Howard about the status of her full time and part time employees.

Parks and Recreation Director Michelle Howard Parks said she has roughly 60 full time employees. Councilmember Jackson had how long most of her employees have worked. Parks and Recreation Director Howard said roughly 8 months.

Mayor Dandoy asked if Councilmember Wilson wants to put together a task force to get more information on these issues.

Councilmember Wilson supported this idea and said using these numbers could help support their point of view and need to accomplish the necessary changes.

Mayor Dandoy said if City Manager Andrews was open, they could look at this data.

Councilmember Paul asked how to best use the \$300,000 to prevent people from leaving. Councilmember Pauls said she doesn't think this money will prevent bleeding.

Fire Chief Williams said he felt there was a solution to bleeding. Fire Chief Williams said there was a price to be paid for retention. Fire Chief Williams said many of his employees have to work second jobs. Fire Chief Williams asked what he should tell applicants and new employees. Fire Chief Williams said the workplace culture changes every time someone was hired and when someone quits. Fire Chief Williams said he can't tell new people in good faith to stay.

Councilmember Saxon said he was trying to find the balance for the electorate. Councilmember Saxon said he needs to help people who were hurting financially. Councilmember Saxon said he doesn't want these people to be forgotten.

Fire Chief Williams said it's the public's fire department, and they need to honor the strain of small wages.

Councilmember Jackson said she wished she could see a list of people who need help so they could organize aid for them. Councilmember Jackson said she understands this was a frightful thing, but money can tear families apart. Councilmember Jackson said she doesn't want to lose anyone, but that they cannot have it both ways.

Councilmember Paul said they cannot use this money for human capital. Councilmember Wilson asked if a one-time wage adjustment has any value. Councilmember Paul said no.

Public Works Director Edwards said they were currently fully staffed yet they still have a staffing problem. Public Works Director Edwards said they will eventually need help as demand for services increases. Public Works Director Edwards said there were several uncontrolled costs which also make this issue worse.

Mayor Dandoy said his takeaway that a property tax was something to consider. Mayor Dandoy said a tenure report could help with this decision. Mayor Dandoy said there was a sincere desire to help with bleeding in different sectors. Mayor Dandoy asked if City Manager Andrews believes they will be ready by June 17th.

City Manager Andrews said he thinks they could be prepared for June 17th. Mayor Dandoy said what they need was a percent ceiling which will be finalized in August.

Councilmember Wilson said she doesn't see any help that would come from a bonus. Councilmember Wilson reiterated that they cannot use the \$300,000 for this. Councilmember Wilson said they could come up with a percentage but this won't address the concern.

Mayor Dandoy agreed. Mayor Dandoy said this goes beyond salary and suggested implementing a salary survey.

Councilmember Jackson said she's received comments of shock from how much they pay their employees. Councilmember Wilson said a 20% tax increase would break them even and would mean they could put

that \$300,000 in one spot. Councilmember Wilson said 15% sounds better but digs them into a hole.

Mayor Dandoy said if they paid all the COLA and merit increases, they would still have to come back to the well next year. Councilmember Jackson asked if neighboring cities were dealing with the same thing.

Councilmember Scadden said there was no such thing as a 99 cent good anymore.

Community Development Director Brody Flint said they brought forth these issues when they originally crafted the budget. Community Development Director Flint said they aren't addressing the planning costs. Community Development Director Flint if they were completely forward about all potential costs, people would come after them. Community Development Director Flint said everything will come with scrutiny. Community Development Director Flint said 15 to 20% increases did not actually do anything long term. Community Development Director Flint said this was similar to the issues they had with the complex a few years back when people asked how they got here. Community Development Director Flint said this was because they stop gap funding.

City Manager Andrews said they could not play with the numbers beyond balancing the budget.

Councilmember Jackson said people love to offer criticisms but no solutions.

Community Development Director Flint said they need more direction from the Council. Mayor Dandoy said they need some ideas and can always change things up until the final approval in August. Mayor Dandoy said they need to come in with a ceiling number by the 17th, but did not need one today. Mayor Dandoy said everything in the budget will be done.

Mayor Dandoy told a story back from 2007. Mayor Dandoy said they were looking to get a Home Depot in Roy City until the public said no and then the Council said no. Mayor Dandoy said this would have brought development. Mayor Dandoy said they shouldn't ignore resident input but they need to look long term.

Councilmember Jackson said they did not have a lot of land but they thankfully have housing. Councilmember Jackson said there isn't a lot of space for new businesses.

Mayor Dandoy said they have developers interested in their downtown looking for a project. Mayor Dandoy said they need to breach the two to three year wait and this ties back to today's discussion.

Councilmember Scadden said they will not make everyone happy and they were required to pass a budget. Councilmember Scadden stressed the importance of the social contract.

Fire Chief Williams said they can balance excellent service and care for their employees. Fire Chief Williams said training takes time and they will see consequences if they do not invest in their employees.

City Manager Andrews asked everyone to prepare for the next City Council meeting.

C. Adjournment

Councilmember Jackson motioned to adjourn the meeting, Councilmember Paul seconded the motion, all present Councilmembers voted "Aye" and the meeting adjourned at 7:42 p.m.

Robert Dandoy
Mayor

Attest:

Brittany Fowers
City Recorder

dc:

DRAFT



ROY CITY
Roy City Council Meeting Minutes
June 17, 2025– 5:30 p.m.
Roy City Council
5051 S 1900 W Roy, UT 84067

Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on June 17, 2025, at 5:30 p.m.

Notice of the meeting was provided to the Utah Public Notice Website at least 24 hours in advance. A copy of the agenda was also posted on the Roy City website.

The following members were in attendance:

Mayor Dandoy
Councilmember Jackson
Councilmember Saxton
Councilmember Scadden
Councilmember Sophie Paul
Councilmember Wilson

City Manager, Matt Andrews
City Recorder, Brittany Fowers
City Attorney, Matt Wilson

Excused:

Also present were: Management Services Director, Amber Kelley; Police Chief, Matt Gwynn; Fire Chief, Theron Williams; Public Works Director, Brandon Edwards; Parks and Recreation Director, Michelle Howard; City Planner, Steve Parkinson; Glenda Moore, Ashlyn Scadden, Natalie Pierce, Chris Lin, Cameron Beck, Robert Percival, Leon Wilson, Porter Christensen, Mike Watson, Sage Hadfield, Richard Jensen, Russell & Lisa Morrison, Bryant McMillian, Julie Little, Trish Hegland, Ty Chaston, Nahas Luwah, Darrin Albright, Dennis Brown, Cindy Whinham, Anna Graff, Joshua Rice, Richard Dunlap, Chase Freebuir, and Alleigh Welch.

A. Welcome & Roll Call

Mayor Dandoy welcomed those in attendance and noted Councilmembers Jackson, Saxton, Paul, Wilson and Scadden were present.

B. Moment of Silence

Councilmember Scadden invited the audience to observe a moment of silence.

C. Pledge of Allegiance

Councilmember Scadden led the audience to recite the Pledge of Allegiance.

D. Consent Items

1. May 6, 2025, Roy City Council Meeting Minutes and May 20, 2025, Roy City Council Meeting Minutes

Councilmember Wilson noted there were few changes they needed to make.

2. April 2025 Financial Statement

Mayor Dandoy said sales revenue was showing them as \$2.7 Million behind and everything was an additional two months behind those figures. Mayor Dandoy asked those who were listening to consider

why the city was not catching up. Management Services Director Amber Kelley said companies have 30 days to report their sales tax revenue and then the state has 30 days to remit with the city. Management Services Director Kelley said, by that math, they were technically four months behind. Management Services Director Kelley said they will catch these up at the end of the year, and the city was on target. Mayor Dandoy said the class C road funds were sitting at 43% of expense and yet there were 81% through the year. Mayor Dandoy there was roughly \$4 Million which has not been spent. Management Services Director Kelley said they received six class-zero payments spaced each for two months. Management Services Director Kelley said these were often delayed and they received the sixth payment in June. Management Services Director Kelley said they still have three payments to receive though they were on target for budgeting. Management Services Director Kelley said the transportation infrastructure fund has four projects in the works, and they were receiving grants from the state. Management Services Director Kelley said they initially thought they would receive all the funding, but the state was giving the money to UDOT who was then billing Roy for their portion. Management Services Director Kelley said instead of having all the revenue, they were just receiving the net which was very small.

Mayor Dandoy asked if the money for the roundabout will be expensed this year or next. Management Services Director Kelley said it will be a bit of both because of construction scheduling.

Councilmember Scadden motioned to approve the consent items as listed, with adjustments to minutes as provided by Councilmember Wilson. Councilmember Wilson second the motion, all present members voted “Aye” and the motion carried.

E. Public Comments

Mayor Dandoy reminded those present that they generally discuss the particular topics up for discussion today, though said today they were open to hearing any comments on any topic. Mayor Dandoy opened the floor for public comments.

Bryant McMillian came forward and gave his address as 4614 S West Park Dr. Mr. McMillian said he came in frustrated after a few months of not hearing responses, though responses have been much better recently. Mr. McMillian said there have been changes to divert construction traffic to the north part of the neighborhood. Mr. McMillian said this has been an effective short term resolution and helped keep the neighborhood safe. Mr. McMillian said he was ultimately looking for better long term solutions and asked to stop further developments in the neighborhood until more safety measures were implemented. Mr. McMillian said his kids love to play in the neighborhood, and praised his four-year-old son for looking both ways as he plays in the street. Mr. McMillian said even so, there were things out of their control, and he and his neighbors would still like to limit traffic throughout the neighborhood. Mr. McMillian added that daily traffic impedes access. Mr. McMillian said the traffic study concluded that the changes to the neighborhood were legal but he pushed back on the idea that legality made this safe.

Ty Chaston came forward and gave his address as 3751 W 5575 S. Mr. Chaston said he was glad the ten story buildings were on the agenda again. Mr. Chaston the recent referendum was successful in getting the council to consider if 10 story buildings were appropriate. Mr. Chaston said there have been no formal applications submitted which would challenge the zoning ordinance. Mr. Chaston said the real issues with this referendum were the 10 stories. Mr. Chaston said he felt six stories should be the limit. Mr. Chaston said he felt the city council should leave height limits as was and said he did not understand why people were trying to change it. Mr. Chaston said he believes in property rights as long as they don't infringe on public safety. Mr. Chaston said he did not think there was enough room by 1900 W to allow for larger buildings. Mr. Chaston said building height should

be considered on a case by case basis.

Alleigh Welch came forward next and gave her address as 4748 WestPark Dr, Roy. Ms. Welch said she was also to talk about the townhome constructions. Ms. Welch said she was a military wife who cares deeply about her neighborhood. Ms. Welch said she was concerned about having the only access point to these townhomes be through 4800 South. Ms. Welch said traffic was already bad in this area because of the way the neighborhood was designed. Ms. Welch said people have already been hit through this walkway and it's terrifying to think about more traffic coming through. Ms. Welch said the road was not built to handle this kind of traffic. Ms. Welch asked to create an access point at 4000 South. Ms. Welch added that having a high density rental next to her neighborhood made her fear for her safety as someone whose husband was frequently gone for military service. Ms. Welch said she was very wary of crime in these types of rentals. Ms. Welch said she knows this was not a popular thing to say. Ms. Welch said she was not asking to stop the project but asked the council pause the project until they have a better safety plan.

Cindy Whinham came forward next and gave her address as 4152 Lily Dr, Roy. Ms. Whinham said eminent domain was previously discussed in creating a new access point for the townhomes. Ms. Whinham said people were not willing to have the access point infringe on their property. Ms. Whinham said traffic was going up by the train tracks again. Ms. Whinham said adding an access point by 4000 S was as dangerous as having just one access point. Ms. Whinham asked if those present would be comfortable having an extra 500 cars by the railroad track. Ms. Whinham added that high density rental results in higher density crime.

Darrin Albright came forward next and gave his address as 3690 W 5850 S. Mr. Albright said his biggest concern was on taxes and the budget. Mr. Albright said he understands things have to run on taxes, but asked the council to remember that they work for the people. Mr. Albright said people forget this. Mr. Albright said the city should not be giving money to things after they have shorted the budget. Mr. Albright said they should not be ATMs for the City. Mr. Albright said he was speaking on behalf of people who cannot afford taxes to keep raising. Mr. Albright said Roy City was losing people and city staff was increasing. Mr. Albright said he wants to stay here and said they don't always have to keep raising taxes. Mr. Albright said they need to look into ways around this.

Richard Dunlap came forward next and gave his address as 4326 Trailside Dr. Mr. Dunlap said he was also there about the townhomes. Mr. Dunlap said he also had concerns about the traffic. Mr. Dunlap said he did not think they should move forward with phase three. Mr. Dunlap said he did not see how this plan would work at all given everything that was going on. Mr. Dunlap said this project would cause more congestion and accidents.

Mayor Dandoy closed the floor for public comment.

Mayor Dandoy said they take these comments seriously and look for solutions. Mayor Dandoy thanked those who gave comments.

F. Action Items

Mayor Dandoy said they would hear about each item then go into a public hearing directly afterwards.

a. **Consideration of Resolution 25-15; A Resolution of the Roy City Council Approving Adjustments to the Fiscal Year 2025 Budget.**

Management Services Director Kelley led this portion of the meeting. Management Services Director Kelley said they were making some final adjustments as the fiscal year winds down. Management Services Director Kelley said the Council all received a full list of all the changes in their packets. Management Services Director Kelley said the overall effect would be an increase in revenues and expenses of \$1,178,154. Management Services Director Kelley said the majority of this will come from transfers to the capital projects fund. Management Services Director Kelley said \$500,000 was being transferred from the sale of vehicles and will go towards the purchase of next year's vehicles. Management Services Director Kelley said up to another \$500,000 comes from a possible transfer to the capital projects fund from any surplus the General Fund has at the end of the year. Management Services Director Kelley said this money will be used to fund any new capital purchases. Management Services Director Kelley said the capital projects funds will receive revenues of \$1,018,800. Management Services Director Kelley said expenses will increase by \$18,800 and the remaining will be reserved for next year's capital purchases. Management Services Director Kelley said they received rebates for the irrigation timers. Management Services Director Kelley said the water and sewer fund will increase by \$200,000. Management Services Director Kelley said the solid waste utility fund will increase revenues by \$200,000 for additional contract expenses. Management Services Director Kelley said the risk management funds will increase revenue by \$30,000. Management Services Director Kelley said they recommend public input and consider approval.

Councilmember Wilson motioned to enter a Public Hearing for Consideration of Resolution 25-15. Councilmember Jackson seconded the motion to enter a Public Hearing, all present members voted "Aye" and the body entered a Public Hearing.

Councilmember Scadden motioned to exit a Public Hearing for Consideration of Resolution 25-15. Councilmember Saxton seconded the motion to exit a Public Hearing, all present members voted "Aye" and the body entered a Public Hearing.

Mayor Dandoy asked for help understanding where the \$500,000 was coming from. Management Services Director Kelley said the sale of vehicles was like a revolving door in the budget. Mayor Dandoy said people were always asking why they were driving new F150s. Management Services Director Kelley said the market right now was so good that they can sell used vehicles for almost the same price that they bought them for. Management Services Director Kelley said this prevents the city from having to do maintenance on these vehicles. Management Services Director Kelley said this was all paying for itself. Mayor Dandoy said they get a really good discount from the state because they buy "fleet stock." Mayor Dandoy said parks and recreation and public works vehicles all benefit from this.

Councilmember Paul asked what the timeframe was for buying and selling these vehicles. Management Services Director Kelley said it's a revolving one year door.

Councilmember Jackson said she understands this way of operating and always advocates for buying cheap trucks that they can resell.

Councilmember Paul motioned to approve Resolution 25-15; A Resolution of the Roy City Council Approving Adjustments to the Fiscal Year 2025 Budget. Councilmember Jackson seconded the motion, a roll call vote was taken, all Councilmembers voted "Aye" and the motion passed.

PUBLIC HEARING –

- b. **Consideration of Resolution 25-16; A Resolution of the Roy City Council Approving Enterprise Fund Transfers.**

Management Services Director Kelley led this portion of the meeting. Management Services Director Kelley said this item was designed to account for how the Enterprise Funds were being used to cover administrative and overhead costs in the General Fund. Management Services Director Kelley said they would like public input on proposed transfers. Management Services Director Kelley said the General Fund, Information Technology Fund, and Risk Management Fund provide administrative, clerical, and maintenance support. Management Services Director Kelley said the City Manager, City Recorder, City Attorney, Legal and Risk Management Staff, Management Services Director, Accounting, Payroll, Human Resources, Utility Billing Staff, IT Professionals, and Equipment Operators. Management Services Director Kelley said these positions were split between the General Fund and Utility Enterprise Funds. Management Services Director Kelley said the money transferred from the utility enterprise funds were proportional to the amount of time these positions spend on the utility enterprise funds. Management Services Director Kelley said they do not transfer money not associated with utility operations. Management Services Director Kelley said the amount of proposed transfers for the FY2026 budget come in at \$1,246,427 from the water and sewer utility fund to cover administrative support for the General Fund, IT, and Risk Management Fund.

Management Services Director Kelley said \$178,286 from the stormwater fund will cover administrative support for the General Fund. Management Services Director Kelley said \$7,447 from the storm water utility fund will cover clerical and labor support for the water and sewer fund. Management Services Director Kelley said \$307,664 from the solid waste fund will cover administrative support from the General, IT, and Risk Management Funds. Management Services Director Kelley said \$19,525 from the solid waste utility fund will cover clerical and labor support from the water fund. Management Services Director Kelley said \$2,575 from the solid waste utility fund will cover labor provided by the storm water utility fund for the dumpster program. Management Services Director Kelley said the water and sewer utility fund will also transfer up to \$569,000 for the Gain Parcel of land which was purchased in 2011 by the water fund. Management Services Director Kelley said it was previously decided to sell this land for additional city development. Management Services Director Kelley said the land will stay in the water fund until sold and the gain will be transferred to the General Fund. Management Services Director Kelley said they recommend receiving public input on these transfers.

Councilmember Wilson motioned to enter a Public Hearing for Consideration of Resolution 25-16. Councilmember Scadden seconded the motion to enter a Public Hearing, all present members voted “Aye” and the body entered a Public Hearing.

Councilmember Scadden motioned to exit a Public Hearing for Consideration of Resolution 25-16. Councilmember Jackson seconded the motion to exit a Public Hearing, all present members voted “Aye” and the body entered a Public Hearing.

Councilmember Wilson had a question on the timing of the sell of land. Management Services Director Kelley said she wasn't sure on the timing, and they would make adjustments if the sale was pushed to a new fiscal year. Management Services Director Kelley reiterated that the ownership stays in the water fund.

Councilmember Scadden motioned to approve Resolution 25-16; A Resolution of the Roy City

Council Approving Enterprise Fund Transfers. Councilmember Wilson seconded the motion, a roll call vote was taken, all Councilmembers voted “Aye” and the motion passed.

PUBLIC HEARING –

- c. **Consideration of Resolution 25-17;** A Resolution of Roy City, Utah, Adopting the Tentative Budget for Roy City for the Fiscal Year from July 1, 2025 to June 30, 2026; and Providing that this Resolution Shall Take Effect Immediately Upon it’s Adoption and Deposit with the City Recorder.

Management Services Director Kelley led this portion of the meeting. Management Services Director Kelley was presented to the council on May 6 with a total General Fund budget of \$28,522,710. Management Services Director Kelley there was a budget worksession on June 3. Management Services Director Kelley said the truth in taxation hearing will take place in August and consider a possible increase in property tax revenue. Management Services Director Kelley said the budget on May 6 included a property tax increase of \$750,000 or 14.72% in the General Fund. Management Services Director Kelley said since this meeting they have determined an increase of \$450,000 or 8.77% was needed to balance the budget as proposed. Management Services Director Kelley said this increase would balance out to an increase of \$3.13 per month or \$37.54 per year on the average household. Management Services Director Kelley said the last work session featured a discussion on the need for wage adjustments.

Management Services Director Kelley said any increase above 8.77% could go towards implementing a salary survey. Management Services Director Kelley said each 1% increase will generate approximately \$51,000 in revenue. Management Services Director Kelley said this totals 36 cents per month or \$4.32 per year on the average household. Management Services Director Kelley said any changes can be added by resolution and made part of the tentative budget. Management Services Director Kelley said a final budget will be adopted after the truth in taxation hearing held August, 19, 2025, at 6pm. Management Services Director Kelley said a proposed tax rate must be submitted by Weber County by June 22. Management Services Director Kelley the amount of the increase will need to be added tonight. Management Services Director Kelley said the total can go less than the proposed increase but not more. Management Services Director Kelley said the water and sewer utility fund faces a 5% water increase or approximately \$1.26 per month increase was proposed due to the increase from Weber Basin Water. Management Services Director Kelley said a \$5 per month sewer increase was proposed, half due to the increase from North Davis Sewer and the other half from Roy’s own increased costs. Management Services Director Kelley said these rate increases will need to be approved tonight. Management Services Director Kelley recommended public input and approval. Management Services Director Kelley corrected the date of June 22 to June 22, 2025. Management Services Director Kelley said they were waiting from the certified tax rate from Weber County.

Mayor Dandoy thanked Management Services Director Kelley.

Mayor Dandoy said \$750,000 was the original deficit, though they have managed to knock this down to \$450,000. Mayor Dandoy said they will need to cut the budget or raise property taxes to balance the budget. Mayor Dandoy said the water rate will rise by \$15 per year. Mayor Dandoy said North Davis Sewer District was asking for \$2.50 to deal with line changes. Mayor Dandoy reminded the Council that they had a similar conversation last year. Mayor Dandoy said they were talking about at least a \$75 increase for residents. Mayor Dandoy said if they approve the budget tonight, they can still make changes as it was a tentative budget. Mayor Dandoy reminded the Council that they have until August 19 to approve the budget.

Councilmember Jackson motioned to enter a Public Hearing for Consideration of Resolution 25-17. Councilmember Wilson seconded the motion to enter a Public Hearing, all present members voted “Aye” and the body entered a Public Hearing.

Public Comments

Leon Wilson came forward and gave his address as 4302 S 2675 W. Mr. Wilson said he was tight with money. Mr. Wilson said it was human nature to be selfish and work to get the best deal. Mr. Wilson said residents pay \$1 a day for city services which were cheap. Mr. Wilson said they need more relief for citizens. Mr. Wilson then went on to discuss the Roy Fire department. Mr. Wilson said many firefighters have moved on to new jobs because of low pay. Mr. Wilson said his friend thinks turnover was a given, but investment in employees was key. Mr. Wilson said they can always accept turnover but 70% turnover in the fire department was not tenable. Mr. Wilson lastly said he was concerned with ground sold by the government used to fund yearly expenses. Mr. Wilson said short term solutions lead to long term problems. Mr. Wilson said this approach will only lead to more problems.

Councilmember Jackson echoed the points Mr. Wilson made. Mr. Wilson said they spend so much money to train people only for them to leave. Councilmember Jackson said she has talked to other communities and other firemen about what Roy pays. Councilmember Jackson said they do not pay enough or make it worth their while. Councilmember Jackson said Chief Williams will happily do what he needs to do to keep things going.

Councilmember Saxon said it was important that they did not arrive at the same place next year. Councilmember Saxon said they should be able to figure this out without a double increase in taxes. Councilmember Saxon said they should balance the budget on a single digit increase. Councilmember Saxon said he wondered who would stand up for this idea if he wasn't here. Councilmember Saxon said he feels they should publish the name and phone number of a person residents can have tax appointments with.

Councilmember Jackson praised Councilmember Wilson for her work on the budget. Councilmember Jackson said there were people out there willing to help with these tax issues. Councilmember Jackson said safety was a top priority for her.

Councilmember Scadden asked the Council what the median age is. Councilmember Scadden then told them the age was 33. Councilmember Scadden asked the Council what the median income is. Councilmember Scadden told the Council it was \$90,000.

Councilmember Jackson said these tax raises especially impact young people in Roy. Councilmember Jackson said there were 11,500 people under 18 in Roy.

Councilmember Scadden said you need to be older than 66 and the household income cannot be over \$42,623. Councilmember Scadden said there were 46 people in Roy who qualify for this. Councilmember Scadden said there were 505 disabled vets who also qualify for assistance.

Mayor Dandoy said it will cost \$1.1 Million dollars just to pay for salaries. Mayor Dandoy said this cost was consistent and there was nothing on the horizon to offset this. Mayor Dandoy said if they don't cut spending then they have no choice but to raise taxes.

Mayor Dandoy said it was frustrating how much they turnover in the government. Mayor Dandoy said this was because they do not pay the right people the right amount. Mayor Dandoy said organizations who understand this, do the best. Mayor Dandoy said \$150,000 of the \$1.1 Million was going to one person, and they need to consider that as well.

Mayor Dandoy said they have to go to the system that was broken, and Council were the only ones who can do this.

Mayor Dandoy said they spent \$1 Million dollars which will lead to higher connection fees and sewer costs. Mayor Dandoy said increased capacity might lead to rent increases.

City Manager Matt Andrews chimed in. City Manager Andrews said sewer used to go through central Weber off 1900 West. City Manager Andrews said Ogden was needing to redo this line and initial discussions put Roy on the line for \$6 Million dollars. City Manager Andrews said this led to a raise in fees of \$38 per household.

Mayor Dandoy expressed concern over the rate of these changes. Mayor Dandoy said there was nothing slowing these cost increases down. Mayor Dandoy asked the Council to consider looking at the root of the problems within their city policy. Mayor Dandoy said they pay 14% under what they should be paying their staff. Mayor Dandoy said they won't make any movement until they fix this issue. Mayor Dandoy said next year, the conversation on this issue will be worse. Mayor Dandoy said the document doesn't discuss tackling issues in public works or the fire department. Mayor Dandoy said he did not think they could fix the issue in this budget cycle but absolutely needed to during the next one.

Mayor Dandoy expressed worry over the park services which may experience cuts. Mayor Dandoy said they will have to make some hard decisions on cuts.

Councilmember Jackson said she hoped there would be some property taxes to help the problem. Councilmember Jackson said they also have some land to sell. Councilmember Jackson said she had some hope.

Mayor Dandoy said they lost 200 residents last year.

Councilmember Scadden broke down sales tax. Councilmember Scadden said sales tax revenue cut on food at groceries. Councilmember Scadden said they can only factor in property taxes into the budget because sales tax revenue was incredibly unreliable and inconsistent.

Mayor Dandoy said they will need to factor in \$75 per year on infrastructure costs. Mayor Dandoy said fees will take up a lot of space in the budget, and they have no real way of calculating this. Mayor Dandoy again stressed the fact that they will need to make some hard decisions. Mayor Dandoy said they need to moderate the strain they were putting on residents.

Mayor Dandoy said he has 197 days left of his term and then he was moving on.

Councilmember Wilson shared a moment in 2008 she fought against a tax increase. Councilmember Wilson said things were different now that she understands the details. Councilmember Wilson said it has taken several years for her to understand how tax percentages add up and impact the budget. Councilmember Wilson added that inflation changes everything.

Councilmember Wilson said they need to assess the kinds of services they provide. Councilmember Wilson said the impulse was to cut parks and recreation because it isn't as "necessary." Councilmember Wilson said the question was do they cut quality of services or services like parks and recreation. Councilmember Wilson said she felt Mayor Dandoy has provided some good solutions to consider.

Mayor Dandoy asked Management Services Director Kelley to repeat the increases. Management Services Director Kelley said \$450,000 or 8.7% or \$3.13 per month or \$37.54 per year. Mayor Dandoy said they should consider if they want this number or a higher number which was fixed.

Councilmember Wilson said the new total does not factor in wage increases. Councilmember Scadden said they need to reconsider their fee structure.

Councilmember Saxon asked how they were considering sales tax revenue. City Manager Andrews said they were not seeing many major increases. Mayor Dandoy said sales tax revenue was quite stagnant and increases in sales revenue drives people away more than it produces higher revenue. Mayor Dandoy said they need to lean less on sales tax.

Councilmember Jackson acknowledged that they were doing a lot of work with fewer staff. Mayor Dandoy circled back to how much they pay employees and how important it was to pay people enough to keep them on board.

Councilmember Scadden said he strongly supports addressing this. Mayor Dandoy said only system changes will impact the problem. Mayor Dandoy said they carry fund balances and he suggested pulling from those to help soften the burden on residents. Councilmember Wilson asked how using “one-time” money will actually help. Mayor Dandoy said it isn’t helpful to think of these as “one-time” expenditures.

Councilmember Wilson asked what amount of interest they might see in using these rates. Management Services Director Kelley explained that the interest was part of the revenues in the budget, so if you were using that money, you no longer receive the interest on it. Management Services Director Kelley said this would lead to decreased revenues and they have factored this in the budget. Mayor Dandoy echoed Management Services Director Kelley's answer and noted that they have accounted for these details. Mayor Dandoy said funds were used for emergencies and said this was an emergency.

Councilmember Paul asked if these emergency funds were for resources or people. Management Services Director Kelley said if they use it, they have to make it up next year.

Councilmember Wilson asked if using these funds will leave them unprepared for next year. Councilmember Scadden said he considers emergencies to be unforeseen disasters. Councilmember Scadden said the topline of compensation was where they should land.

Mayor Dandoy said 9% was on the table and gives them a balanced budget. Councilmember Jackson said 9% doesn’t help retain fire department staff or make up for the two people they lost. Mayor Dandoy said the fire chief wants to use the two missing salaries to bump up existing salaries. Mayor Dandoy said this was not reiterated in the budget and he has been arguing this whole meeting that salaries need to be more clearly defined and increased in the budget.

Management Services Director Kelley said there were not many employees in the Enterprise Fund and they can afford to raise these salaries. Management Services Director Kelley said they would have to give raises across the board.

Mayor Dandoy said he would like to fix the “bleeding” but ultimately they need systemic solutions.

Mayor Dandoy said they looked at each department and would like to know the numbers needed to fix this. City Manager Andrews said they will pay the piper if they pull from reserve funds. City Manager Andrews said they could work with up to 10%. City Manager Andrews said 14.6% would equalize things but was not feasible. Management Services Director Kelley said a 37% property tax increase would be

required under these percentage increases.

Management Services Director Kelley said an average of 10% would lead to an additional 26.6% increase on property taxes. Management Services Director Kelley said they can distribute this revenue equally or focus on specific departments.

Mayor Dandoy again asked for a number.

Councilmember Wilson said 28% would make up for half the wage increase and give the fire department some more flexibility. Councilmember Wilson said then they could use some of the other fund ideas. Mayor Dandoy asked if they wanted 28%. Councilmember Jackson said it is not what they wanted, but it was what they need. City Manager Andrews said 28% was the absolute ceiling.

Councilmember Wilson asked Councilmember Saxon what he thought.

Councilmember Saxon said he agreed with Mayor Dandoy on using funds. Councilmember Saxon said he was uncomfortable with 28%. Councilmember Jackson reminded Councilmember Saxon that this percentage point was the highest ceiling. Councilmember Jackson reiterated that they have until August to figure out the details.

Mayor Dandoy went through each Councilmember and asked them to give a number. They all agreed to 28% as a ceiling.

Councilmember Paul motioned to exit a Public Hearing for Consideration of Resolution 25-17. Councilmember Jackson seconded the motion to exit a Public Hearing, all present members voted “Aye” and the body entered a Public Hearing.

Councilmember Jackson motioned to approve Resolution 25-17; A Resolution of Roy City, Utah, Adopting the Tentative Budget for Roy City for the Fiscal Year from July 1, 2025 to June 30, 2026; and Providing that this Resolution Shall Take Effect Immediately Upon it’s Adoption and Deposit with the City Recorder and setting the maximum tax increase rate at 28%. Councilmember Scadden seconded the motion, a roll call vote was taken, Councilmember Saxton voted “Nay” and Councilmembers Saxton, Paul, Jackson, and Wilson voted “Aye” and the motion passed.

PUBLIC HEARING –

- d. **Consideration of Ordinance 25-8; An Ordinance of Roy City Enacting Compensation Increases for Specific City Officers.**

Management Services Director Kelley led this portion of the meeting. Management Services Director Kelley said there was a requirement of holding a public hearing on any compensation increases. Management Services Director Kelley said the increases were amenable to changes until the final budget was passed in August. Management Services Director Kelley said they recommend a public hearing and approval.

Councilmember Paul motioned to enter a Public Hearing for Consideration of Ordinance 25-8. Councilmember Wilson seconded the motion to enter a Public Hearing, all present members voted “Aye” and the body entered a Public Hearing.

Public Comments

Ty Chaston came forward and gave his address as 3751 W 5575 S. Mr. Chaston said he felt it was important people were compensated fairly but asked how this will impact taxes. Mr. Chaston said there were ways to solve this issue but the Council isn't doing anything about it.

Councilmember Scadden motioned to exit a Public Hearing for Consideration of Ordinance 25-8. Councilmember Saxton seconded the motion to exit a Public Hearing, all present members voted "Aye" and the body entered a Public Hearing.

Councilmember Wilson said she agreed with Mr. Chaston's stance. Councilmember Saxon also agreed.

Mayor Dandoy said as someone who has been in office longer than those present, he wanted to put into perspective how much they pay their employees versus others. Mayor Dandoy said they offer some of the lowest wages in the county. Mayor Dandoy said he was appreciative of the Council's perspective but asked they consider that no one has rejected a wage increase. Mayor Dandoy said they were undermining the credibility of the office when they deny wage increases.

Mayor Dandoy asked if they were open to removing the 2.5% COLA increase. The Council all said yes.

Mayor Dandoy said the current pay does not come close to compensating fairly. Mayor Dandoy said the Mayor and City Council can be removed from the COLA. The Council agreed with this.

Councilmember Wilson motioned to approve Ordinance 25-8; An Ordinance of Roy City Enacting Compensation Increases for Specific City Officers while removing the 2.5% COLA increase specific to the Mayor and Council wages. Councilmember Saxton seconded the motion, a roll call vote was taken, all Councilmember voted "Aye" and the motion passed.

1. **Consideration of Resolution 25-18;** A Resolution of the Roy City Council Adopting an Interlocal Agreement between West Haven and Roy City Relating to the Roy Hillside Senior Center.

City Managers Andrews led this portion of the meeting. City Managers Andrews said a previous agreement was contingent on an interlocking agreement between West Haven and Roy City.

Councilmember Jackson expressed gratitude at the help from West Haven in keeping their senior center open.

Councilmember Jackson motioned to approve Resolution 25-18; A Resolution of the Roy City Council Adopting an Interlocal Agreement between West Haven and Roy City Relating to the Roy Hillside Senior Center. **Councilmember Wilson seconded the motion, a roll call vote was taken, all Councilmembers voted "Aye" and the motion passed.**

2. **Consideration of Resolution 25-19;** A Resolution of the Roy City Council Adopting an Interlocal Agreement between Hooper City and Roy City Relating to the Roy Hillside Senior Center.

City Managers Andrews said this item was the same as the previous resolution but with involvement from Hooper City.

Councilmember Paul motioned to approve Resolution 25-19; A Resolution of the Roy City Council Adopting an Interlocal Agreement between Hooper City and Roy City Relating to the Roy Hillside Senior Center. **Councilmember Scadden seconded the motion, a roll call vote was taken, all Councilmembers voted “Aye” and the motion passed.**

3. **Consideration of Ordinance 25-9;** consider amendments to Title 10 – Zoning Ordinance; Amending Chapter 6 Establishment of Zoning Districts § 1 Zoning Districts adding R-5 to the High-Density Residential Districts; Amending Chapter 10 – General Property Development Standards § 24 - Tables of Lot and Setback Requirements for Primary Buildings, table 10-1 Minimum Lot and Setback Requirements for Primary Buildings, amending number of allowed units/acre, adding standards for a R-5 zone.

City Planner Steve Parkinson led this portion of the meeting. City Planner Parkinson began by passing out a map of the current R4 zones. City Planner Parkinson said this map should help answer the question about why these zones have the density they do. City Planner Parkinson said the current adopted zoning plan began in 2005. City Planner Parkinson said both were currently 12 units an acre and they have looked at other cities to compare. City Planner Parkinson said some R4 zones allow for 18 units an acre. City Planner Parkinson said there were 23 aspects of the code and 7 key points of these 23. City Planner Parkinson said they could reduce the items to four which could help with UDOT compliance.

City Planner Parkinson said having a zone which holds over 20 (and no more than 25) units an acre could be appealing to different applicants and the state. City Planner Parkinson said there were no current R5 zones but changing the parameters can help the process down the line.

Mayor Dandoy appreciated the clarification on the lack of R5 zones presently. Mayor Dandoy said 25 units per acre would be the absolute max then clarified that the units wouldn't be over 35 feet. City Planner Parkinson said the packet includes an aerial of what these apartments would look like and said it was possible to keep them at 35 feet.

Councilmember Wilson said they just rezoned some property to R4 and said this was a difficult rezone. Councilmember Wilson asked if these zones will be grandfathered in to help the transition. Councilmember Wilson said she was getting feedback that the Council was not being transparent. Councilmember Wilson said residents relying on 12 units per acre were suspicious of the zone changes which allow 18 units per acre. Councilmember Wilson said this was a pretty significant change. Councilmember Wilson stressed that she was pleased with the idea of zoning for higher density. Councilmember Wilson said 25 units was not ideal but 20 was ideal for R5 zoning. Councilmember Wilson said R4 zoning should stay at 12 units per acre.

City Manager Andrews clarified that Councilmember Wilson supported moving R5 to 25. Councilmember Wilson said yes.

City Manager Andrews said three of the properties in discussion were currently empty lots. City Manager Andrews said he was happy with filling these lots with a happy medium's worth of units.

Mayor Dandoy recapped the discussion. Mayor Dandoy said it sounds like they would like a few adjustments on the numbers as proposed. Mayor Dandoy said it seems people want to keep R4 at 12 units

per acre and have R5 at 20.

Councilmember Jackson clarified the square footage of these units. Mayor Dandoy said single-family and R4 will go to 5000 square feet while two-family will go to 6000 square feet. Mayor Dandoy said the other adjustments will be made after planning.

Councilmember Wilson motioned to approve Ordinance 25-9; consider amendments to Title 10 – Zoning Ordinance; Amending Chapter 6 Establishment of Zoning Districts § 1 Zoning Districts adding R-5 to the High-Density Residential Districts; Amending Chapter 10 – General Property Development Standards § 24 - Tables of Lot and Setback Requirements for Primary Buildings, table 10-1 Minimum Lot and Setback Requirements for Primary Buildings, amending number of allowed units/acre, adding standards for a R-5 zone. Councilmember Jackson seconded the motion, a roll call vote was taken, all Councilmembers voted “Aye” and the motion passed.

- 4. Consideration of Ordinance 25-10; To consider a request to amend the General Plan (Future Land Use Map) from Single-Family Residential to Multi-Family Residential, for properties located at 2349 West 6000 South & 2365 West 6000 South.**

City Planner Parkinson led this portion of the meeting. City Planner Parkinson clarified that these were two parcels by 6000 South. City Planner Parkinson said the applicant was requesting a rezone for 6000 South.

Mayor Dandoy asked if this area would be part of Chapter 13. City Planner Parkinson said yes. Mayor Dandoy said everything within Chapter 13 was included within their ordinance. Mayor Dandoy said this parcel was technically outside of the stationary plan. City Planner Parkinson said the urban corridor was considered part of Chapter 13 and the stationary plan.

Taylor [02:56:20] came forward to clarify. Taylor said there might have been a miscommunication. Taylor said they assumed R4 zoning would expand to 18. Taylor said with the decision just made, he would now prefer they change the zone to an R5 zone.

City Planner Parkinson said they would have to go through the process again. Councilmember Wilson asked if they could table this item. City Planner Parkinson said this could be worked out quickly. City Planner Parkinson said single-family and multi-family units don't attach themselves to zones - just units.

Mayor Dandoy suggested letting them come back with new development agreements. Mayor Dandoy said Roy City was asked to accommodate a sewer line cut through a development when he was a member of the City Council. Mayor Dandoy said, at the time, he asked if the lines could handle this. Mayor Dandoy said he was asking the same question now - can the parcel handle the shift? Mayor Dandoy said in the past, they reassessed and determined the area did have the capacity for a changing sewer line. Mayor Dandoy asked if the rise in units was feasible in this area. Taylor said he believes the line can handle it with help from other lines.

Mayor Dandoy asked the Council what they would like to do. Mayor Dandoy said tabling the item may be ideal. Councilmember Wilson said she would like to table the item until they have more details.

Councilmember Scadden motioned to table Ordinance 25-10; To consider a request to amend the General Plan (Future Land Use Map) from Single-Family Residential to Multi-Family Residential, for properties located at 2349 West 6000 South & 2365 West 6000

South. Councilmember Jackson seconded the motion, all present members voted “Aye” and Ordinance 25-10 was tabled.

5. **Consideration of Ordinance 25-11;** To consider a request to amend the Zoning Map from RE-20 (Residential Estates) to R-4 (Multi-Family Residential) or S-S (Station South), for properties located at 2349 West 6000 South & 2365 West 6000 South.

Because this item was related the previous, it was also tabled.

Councilmember Scadden motioned to table Ordinance 25-11; To consider a request to amend the Zoning Map from RE-20 (Residential Estates) to R-4 (Multi-Family Residential) or S-S (Station South), for properties located at 2349 West 6000 South & 2365 West 6000 South. Councilmember Paul seconded the motion, all present members voted “Aye” and Ordinance 25-11 was tabled.

6. **Consideration of Ordinance 25-12;** Consider a Development Agreement with SummaTerra regarding a potential project located at 3443 West 5200 South (Parcel Number 09-577-0002 & 09-577-0003), to reduce the amount of required Commercial space on the main floor to 3,000 sq.-ft. and allow up to four (4) stories (approximately 44’ to 48’).

City Planner Parkinson led this portion of the meeting. City Planner Parkinson said the applicant was present for questions. City Planner Parkinson said the issue with this plan was its distance from other commercial areas. City Planner Parkinson said the applicant was trying to include some residential spaces on the parcel in addition to commercial spaces.

The applicant came forward and gave his name and address. The applicant identified himself as Mike Watson and gave his address as 79 West 9000 North. Mr. Watson expressed excitement at being present at the meeting. Mr. Watson said he has done some development projects in Ogden. Mr. Watson said he doesn’t feel this parcel was a strong commercial area. Mr. Watson said the goal was to minimize traffic and have the best of both worlds. Mr. Watson said they would like to offer some commercial retail space in this area. Mr. Watson said the current code forces them to have two separate buildings for what they plan on doing. Mr. Watson said this causes a strain on parking and layout. Mr. Watson said they can keep commercial and residential spaces on the same parcel and still minimize traffic. Mr. Watson said they were looking to change things to help with sizing and pricing as well.

Councilmember Wilson clarified that he wants one building changed. Mr. Watson said no, they want to collapse two buildings in the area into one. Councilmember Wilson said this would make the square footage around 22,000 square feet. Mr. Watson said his estimates put the square footage around 20,000 to 25,000. Councilmember Wilson asked how he decided that 3,000 square feet of commercial space was feasible. Mr. Watson said this was a square footage based on the financial feasibility of the project - especially if the space sits empty for a few years.

Mayor Dandoy said the fact that Mr. Watson proposed that having the space next to a clinic does impact the feasibility of the project.

Mr. Watson said having less commercial space doubles the space for residents.

Councilmember Wilson asked about the 300 foot parking requirement. Mr. Watson said this was not feasible because of the lack of traffic which comes through the parcel.

Councilmember Scadden motioned to approve Ordinance 25-12; Consider a Development

Agreement with SummaTerra regarding a potential project located at 3443 West 5200 South (Parcel Number 09-577-0002 & 09-577-0003), to reduce the amount of required Commercial space on the main floor to 3,000 sq.-ft. and allow up to four (4) stories (approximately 44' to 48'). Councilmember Jackson seconded the motion. A roll call vote was taken, all present members voted "Aye" and the motion passed.

7. Consideration of Ordinance 25-13; Adopting a Consolidated Fee Schedule for Roy City Services; and Providing an Effective Date.

City Attorney Matt Wilson led this portion of the meeting. City Attorney Wilson presented the already adopted consolidated fee schedule. City Attorney Wilson said he needed to correct one detail on page four. City Attorney Wilson said he needed to strike the phrase "working without a permit." City Attorney Wilson said everything has already been adopted and the item just moves all the information to one place.

Councilmember Jackson said she was looking forward to charging these fees. Councilmember Wilson asked about a street excavation. City Attorney Wilson said they have certain procedures to follow when they vacate a street. City Manager Andrews gave an example of the evacuation of 1900 West and 52000 South.

Councilmember Scadden motioned to approve Ordinance 25-13; Adopting a Consolidated Fee Schedule for Roy City Services; and Providing an Effective Date while striking the previously removed fine for working without a permit under the Community Development Fee Schedule. Councilmember Jackson seconded the motion. A roll call vote was taken, all present members voted "Aye" and the motion passed.

G. Discussion Item

1. Reconsideration of Ordinance 25-2.

Mayor Dandoy walked the Council through Ordinance 25-2. Mayor Dandoy said they were reconsidering an ordinance already passed. Mayor Dandoy said they normally go through the Planning Commission but the City Council was allowed to reconsider on their own without going through the PC. Mayor Dandoy said a 12 story building was a big topic of conversation along the East side of town around Riverdale Road. Mayor Dandoy said the ordinance considered this to be part of the East Downtown of Roy. Mayor Dandoy said the discussion was over designating building height by stories or feet. Mayor Dandoy said they originally decided on feet but have recently decided to consider measuring by stories. Mayor Dandoy said 10 stories may be more acceptable. Mayor Dandoy said residents have been challenging the decision making on this ordinance. Mayor Dandoy said the Council previously put a referendum on the issue. Mayor Dandoy said they received a report that 576 people felt that 10 stories was too high. Mayor Dandoy said if 576 people came into this room, it would leave an impression. Mayor Dandoy said he does not want these people to feel like they were not being listened to. Mayor Dandoy asked the Council if they would like to reconsider and give a new recommendation. Mayor Dandoy said they would change the limit to six or eight stories. Mayor Dandoy said a potential developer could still request a higher story.

Mayor Dandoy said they were concerned after seeing what happened in Clearfield. Mayor Dandoy asked for comments and said this was simply a discussion.

Councilmember Wilson said they can barely get 400 people to fill out a survey. Councilmember Wilson

said they need to consider what these residents were saying. Councilmember Wilson said this would be a miss if they ignored these concerns.

Councilmember Scadden said the closest class A complex was Farmington Station. Councilmember Scadden said this was the ideal. Councilmember Scadden said the likely outcome of these buildings was refurbishment. Councilmember Scadden expressed frustration given how exhaustive the process of approving the original ordinance was and how many checks and balances someone would have to go through to have a 10 story building approved. Councilmember Scadden said he doubts a 10 story building would survive a formal process unless it was something truly extraordinary.

Councilmember Scadden said residents were also required to be notified. Councilmember Scadden said the purpose of the formal process was to lay down a foundation even if they later accept a development agreement. Councilmember Scadden said he generally opposes development agreements but he doubted a 10 story development could survive all the formal checks and balances.

Mayor Dandoy said there were limited areas for a nicer restaurant or hotel in a 10 story building. Mayor Dandoy said nothing in the provision said anything can be proposed as long as it conforms with Chapter 13. Mayor Dandoy said 576 people do not like the idea of a 10 story building, and they need to consider if this requires an ordinance change.

Councilmember Wilson said they could consider sending out a survey for further input.

Mayor Dandoy said they have a series of choices with this discussion including small adjustments or further discussion pending a survey.

Councilmember Paul said she would like to leave it as was right now. Councilmember Wilson said they could make small changes without totally undoing the entire ordinance. City Manager Andrews said this would be amending instead of rescinding.

Councilmember Saxon chimed in and said he lives in this south east corner pocket of the city. Councilmember Saxon said a 10 story building in this area will choke the traffic of this area. Councilmember Saxon said there was already awful traffic backup.

Councilmember Scadden said the mandatory parking for the units will also complicate things. Councilmember Jackson said nothing was planned for 10 stories and she will probably be dead before such a building was proposed. Councilmember Jackson said nothing should be 10 stories right next to 1900.

Mayor Dandoy asked if Councilmember Saxon would be open to a survey.

Councilmember Wilson said revisiting the issue presents a happy medium. Mayor Dandoy reminded the Council that everything stays as written unless they choose to change it.

H. City Manager & Council Report

City Manager Andrews said 6000 South's roundabout was closed for 60 days. City Manager Andrews said the railroad crossing will be closed for repairs from June 30th to July 1st. City Manager Andrews said residents will have to go through the Sunset route. City Manager Andrews said concern in the park would be this Thursday at 7pm. City Manager Andrews said Utah Transportation Commission would be present on June 26th and 27th from 10:30 to 2:30 pm and 8:30am to noon respectively. City Manager Andrews reiterated that the truth in taxation meeting will be held on August 19th. City Manager Andrews

said the meeting time needs to be changed to 6pm.

Councilmember Paul praised the pool lifeguards for all their hard work.

I. Adjournment

Councilmember Scadden motioned to adjourn the meeting, Councilmember Jackson seconded the motion, all present Councilmembers voted “Aye” and the meeting adjourned at 9:22 p.m.

Robert Dandoy
Mayor

Attest:

Brittany Fowers
City Recorder

dc:

Surplus Equipment Notice – Roy City Fire Department and Police Department

As part of a recent communication system upgrade funded by a grant during the FY 2022–2023 cycle, the Roy City Police and Fire Department transitioned to fully P25 Digital-compliant equipment. This upgrade followed Weber County and statewide efforts to modernize emergency communication systems, including infrastructure improvements such as towers, antennas, and repeaters.

As a result, we are offering the following **surplus Motorola equipment**—originally purchased in 2015 and 2020—for sale to other public safety departments that may benefit from its use. While this equipment is no longer compatible with our current infrastructure, it remains in operational condition and was recently evaluated by a Motorola representative, who estimated its value at approximately.

Available Inventory:

- **Handheld Radios:**
 - 39 × Motorola APX 6000
 - 22 × Motorola APX 6500
- **Mobile Radios:**
 - 17 × Motorola APX 6500
- **Accessories:**
 - 70 × Lapel Microphones
 - 45 × Charging Docks
 - 20 × Extra Batteries
 - 3 × Six-Bay Charging Stations

Motorola Portable Radios Roy PD

For Sale

Item Number	Model	Radio Serial Number	Battery Serial Number	Type Portable/ Mobile	Sale Price	Date Sold
1	APX 6000 (AN)	481CPX4835	500000861A0D	Portable		
2	APX 6000 (AN)	481CPX1640	50001045E65	Portable		
3	APX 6000 (AN)	481CPX4828	500000F23A77	Portable		
4	APX 6000 (BN)	481CUH3111	50000204AEB8	Portable		
5	APX 6000 (AN)	481CPX1641	50000144C3CE	Portable		
6	APX 6000 (AN)	481CPX1642	500000FF6CB7	Portable		
7	APX 6000 (AN)	481CPX1639	50000105D23E	Portable		
8	APX 6000 (AN)	481CPX4834	500003730DE0	Portable		

For Sale

Item Number	Model	Radio Serial Number	Battery Serial Number	Type Portable/ Mobile	Sale Price	Date Sold
9	APX 6000 (AN)	481CPX1646	500001049754	Portable		
10	APX 6000 (AN)	481CPX1635	50000105C225	Portable		
11	APX 6000 (AN)	481CPX1637	500000F281FE	Portable		
12	APX 6000 (AN)	481CPX1634	5000010503A4	Portable		
13	APX 6000 (AN)	481CPX1647	500000FF3C15	Portable		
14	APX 6000 (AN)	481CPX1636	5000014490C0	Portable		
15	APX 6000 (AN)	481CPX4826	PM4468LIPIC	Portable		
16	APX 6000 (AN)	481CPX4825	5000008621A4	Portable		
17	APX 6000 (AN)	481CPX1638	500000FF49CA	Portable		
18	APX 6000 (AN)	481CPK3291	500001053819	Portable		
19	APX 6000 (AN)	481CPF5263	IPTMT7038LIP	Portable		
20	APX 6000 (AN)	481CPX4837	IPTMT7038LIP	Portable		

For Sale

Item Number	Model	Radio Serial Number	Battery Serial Number	Type Portable/ Mobile	Sale Price	Date Sold
21	APX 6000 (AN)	481CPX1633	PM4468LIPIC	Portable		
22	APX 6000 (AN)	481CPX4839	PM4468LIPIC	Portable		
23	APX 6000 (AN)	481CPX4831	PM4468LIPIC	Portable		
24	APX 6000 (AN)	481CPX4830	IPTMT7038LIP	Portable		
25	APX 6000 (AN)	481CPX4827	500001453103	Portable		
26	APX 6000 (AN)	481CPF5262	50000105DAC2	Portable		
27	APX 6000 (AN)	481CPF5264	IPTMT7038LIP	Portable		
28	APX 6000 (AN)	481CPX4829	PM4468LIPIC	Portable		
29	APX 6000 (AN)	481CPF5267	IPTMT7038LIP	Portable		
30	APX 6000 (AN)	481CPX4838	PM4468LIPIC	Portable		
31	APX 6000 (AN)	481CPF5265	IPTMT7038LIP	Portable		
32	APX 6000 (AN)	481CPX1645	50000144A528	Portable		

For Sale

Item Number	Model	Radio Serial Number	Battery Serial Number	Type Portable/ Mobile	Sale Price	Date Sold
33	APX 6000 (AN)	481CPX4833	IPTMT7038LIP	Portable		
34	APX 6000 (AN)	481CPX4840	IPTMT7038LIP	Portable		
35	APX 6000 (AN)	481CPF5266	PM4468LIPIC	Portable		
36	APX 6000 (AN)	481CPX4836	5000023BD9BF	Portable		
37	APX 6000 (AN)	481CPX4832	PM4468LIPIC	Portable		
38	APX 6000 (AN)	481CPX4841	PM4468LIPIC	Portable		
39	APX 6000 (AN)	481CPX1644	PM4468LIPIC	Portable		
40 (Broken power knob)	APX 6000 (AN)	481CPK3292	50000189D871	Portable		

Motorola Portable/Mobile Radios Roy FD

For Sale

Item Number	Model	Radio Serial Number	Color	Type Portable/ Mobile	Sale Price	Date Sold
1	APX 6500 (AN)	527CRM4786	N/A	Mobile		
2	APX 6500 (AN)	527CRM4787	N/A	Mobile		
3	APX 6500 (AN)	527CRM4788	N/A	Mobile		
4	APX 6500 (AN)	527CRM4789	N/A	Mobile		
5	APX 6500 (AN)	527CRM4790	N/A	Mobile		
6	APX 6500 (AN)	527CRM4791	N/A	Mobile		
7	APX 6500 (AN)	527CRM4792	N/A	Mobile		
8	APX 6500 (AN)	527CRM4793	N/A	Mobile		
9	APX 6500 (AN)	527CRM4794	N/A	Mobile		
10	APX 6500 (AN)	527CRM4795	N/A	Mobile		

11	APX 6500 (AN)	527CRM4796	N/A	Mobile
12	APX 6500 (AN)	527CRM4797	N/A	Mobile
13	APX 6500 (AN)	527CRM4798	N/A	Mobile
14	APX 6500 (AN)	527CRM4799	N/A	Mobile
15	APX 6500 (AN)	527CRM4800	N/A	Mobile
16	APX 6500 (BN)	527CXT4601	N/A	Mobile
17	APX 6500 (BN)	527CXT4602	N/A	Mobile
18	APX 6500 (BN)	481CWP1319	BLACK	Portable
19	APX 6500 (BN)	481CWP1320	BLACK	Portable
20	APX 6500 (BN)	481CWP1321	BLACK	Portable
21	APX 6500 (BN)	481CWP1322	BLACK	Portable
22	APX 6500 (AN)	481CRMC479	GREEN	Portable
23	APX 6500 (AN)	481CRMC480	GREEN	Portable
24	APX 6500 (AN)	481CRMC481	GREEN	Portable
25	APX 6500 (AN)	481CRMC482	GREEN	Portable
26	APX 6500 (AN)	481CRMC483	GREEN	Portable
27	APX 6500 (AN)	481CRMC485	GREEN	Portable

28	APX 6500 (AN)	481CRMC486	GREEN	Portable	
29	APX 6500 (AN)	481CRMC487	GREEN	Portable	
30	APX 6500 (AN)	481CRMC488	GREEN	Portable	
31	APX 6500 (AN)	481CRMC489	GREEN	Portable	
32	APX 6500 (AN)	481CRMC490	GREEN	Portable	
33	APX 6500 (AN)	481CRMC491	GREEN	Portable	
34	APX 6500 (AN)	481CRMC492	GREEN	Portable	
35	APX 6500 (AN)	481CRMC493	GREEN	Portable	
36	APX 6500 (AN)	481CRMC494	GREEN	Portable	
37	APX 6500 (AN)	481CRMC495	GREEN	Portable	
38	APX 6500 (AN)	481CRMC496	GREEN	Portable	
39	APX 6500 (AN)	481CRMC497	GREEN	Portable	
40	APX 6500 (AN)	481CRMC499	GREEN	Portable	



Date: 15 July 2025
To: Mayor Robert Dandoy
From: Steve Parkinson – Planning & Zoning Administrator *SP*
Subject: Re-appointment of Planning Commissioner

Every year the terms of two (2) or three (3) Planning Commissioners expire, and this year is a little different. This year there is only one (1) Commissioner up for re-appointment.

Commissioners serve a three (3) year term and can serve three (3) terms. This June 30th represented the end of two (2) commissioners third and final term. Commissioners Torris Brand and Christopher Collins. Both of these Commissioners served diligently and faithfully. They have helped guide the current and future development of Roy City.

The following Commissioners term ended on June 30th of this year.

I have included their attendance percentage for each year of their term, plus an overall percentage for the entire term.

Daniel Tanner has been on the Planning Commission since October 12, 2021, he first started as an alternate then became full-time when Mr. Claude Payne reached the end of his third term. Mr. Tanner has just finished his first full term. His attendance over this past term is as follows:

July 1, 2022 – June 30, 2023, = 91.67% (attended 11 of 12 meetings)
July 1, 2023 – June 30, 2024, = 100.0% (attended 17 of 17 meetings)
July 1, 2024 – June 30, 2025, = 94.44% (attended 17 of 18 meetings)

Total Term = 95.74% (attending 45 of 47 meetings)

Staff would like to recommend that Mr. Daniel Tanner be re-appointed to the Planning Commission.

We are searching for two (2) new Commissioners, and hope to bring their names to you soon for appointment.



Roy City Council Agenda Worksheet

Roy City Council Meeting Date: July 15, 2025

Agenda Item Number: Action Item #1

Subject: 2025 Roy Days Parade Grand Marshal

Prepared By: Michelle Howard

Background:

Parks and Recreation Department recognizing Louise “Weezie” Eames as the 2025 Roy Days Parade Grand Marshal.

Roy City is proud to recognize Louise “Weezie” Eames as the 2025 Roy Days Parade Grand Marshal. Mrs. Eames has been a dedicated volunteer in our community, serving as the Roy Days Car Show Coordinator since the event’s inception and has been leading the organization of the Roy Days Car Show for over 15 years. Roy City and the Parks and Recreation Department sincerely thank Mrs. Eames for her outstanding service, commitment, and lasting contributions to Roy City.

Recommendation (Information Only or Decision): Information Only

Contact Person / Phone Number: Michelle Howard
Parks and Recreation Director
801-774-1146

Resolution 25-20

**A RESOLUTION OF THE ROY CITY COUNCIL HONORING LOUISE “WEEZIE” EAMES AS
THE 2025 ROY DAYS PARADE GRAND MARSHAL**

WHEREAS, the Grand Marshal honor is awarded annually as part of the Roy Days Celebration to recognize a deserving individual or organization who has made significant and lasting contributions to the Roy City community; and

WHEREAS, this year’s honoree, Mrs. Louise "Weezie" Eames, has served as the Roy Days Car Show Coordinator since the event began, dedicating over 15 years to its organization and growth; and

WHEREAS, Mrs. Eames has consistently demonstrated an exceptional level of volunteer service, leadership, and commitment to Roy City and its residents through her work with the Roy Days celebration; and

WHEREAS, her efforts have helped create a beloved and successful community tradition that brings residents and visitors together each year in celebration of Roy City; and

WHEREAS, Roy City and the Parks and Recreation Department are deeply grateful for Mrs. Eames’s tireless dedication, passion, and positive impact on the community;

NOW, THEREFORE, Roy City hereby recognizes and honors Louise "Weezie" Eames as the 2025 Roy Days Parade Grand Marshal for her outstanding service and Contributions to the Roy City community.

ADOPTED and APPROVED this **15th Day of July 2025** by the Roy City Council.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

This Resolution has been approved by the following vote of the Roy City Council:

Councilmember Jackson _____

Councilmember Paul _____

Councilmember Saxton _____

Councilmember Scadden _____

Councilmember Wilson _____

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: July 15, 2025

Agenda Item Number: Action Item #2

Subject: Agreement Between Roy City and PacifiCorp for Lease of Property for a Public Park and Detention Pond

Prepared By: Michelle Howard

Background:

Parks and Recreation Department presenting Resolution 25-20, an agreement between Roy City and PacifiCorp to lease property for a public park and detention pond. Roy City proposes to renew the lease agreement between the City and PacificCorp for the PacifiCorp owned property located at approximately 5700 South and 3260 West, Roy. The leased property is operated by Roy City as a city detention pond on the northeast corner and the Roy City Dog Park/detention pond on the southeast corner. The current lease agreement expired June 30, 2025. The term on the new lease is July 1, 2025, through June 30, 2029.

The proposed agreement is included in the packet as Exhibit "A" attached to the resolution.

Recommendation (Information Only or Decision): Decision

Contact Person / Phone Number: Michelle Howard
Parks and Recreation Director
801-774-1146

RESOLUTION NO. 25-21

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT WITH
PACIFICORP FOR THE LEASE OF PROPERTY FOR A PUBLIC PARK AND DETENTION
POND**

WHEREAS, Roy City desires to lease a portion of property owned by PACIFICORP for a detention pond and a public park; and

WHEREAS, Roy City currently has an agreement with PACIFICORP which expired June 30, 2025; and

WHEREAS, Roy City desires to enter into a new agreement with PACIFICORP which is attached hereto as Exhibit “A”; and

WHEREAS, the Roy City Council finds that it is in the best interest of the citizens of Roy City to enter into the new agreement with PACIFICORP

NOW, THEREFORE, be it resolved by the Roy City Council that the Agreement with PACIFICORP attached hereto and incorporated herein as Exhibit “A” is hereby adopted effective July 15, 2025; and that the Mayor is authorized to execute the agreement.

ADOPTED and APPROVED this **15th Day of July 2025** by the Roy City Council.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

This Resolution has been approved by the following vote of the Roy City Council:

Councilmember Jackson _____

Councilmember Paul _____

Councilmember Saxton _____

Councilmember Scadden _____

Councilmember Wilson _____

LEASE AGREEMENT

This Lease Agreement, including all attached exhibits ("Lease"), is entered into by and between PACIFICORP, an Oregon corporation ("Lessor") and ROY CITY CORPORATION, of 5051 South 1900 West, Roy, Utah 84067 ("Lessee") each a "Party" and together the "Parties".

RECITALS

A. Lessor owns real property known as tax lots 90880077 & 90880078, located in Section 22, Township 5 North, Range 2 West, S.L.M., Weber County, State of Utah as more particularly described on **Exhibit A** and depicted on **Exhibit B**, ("Lessor's Property").

C. Lessee desires to lease from Lessor a portion of Lessor's Property.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and subject to the conditions set forth below, Lessor and Lessee agree as follows:

1. **Premises.** Subject to Lessor's Permitted Uses (as defined below), Lessor leases to Lessee and Lessee leases from Lessor that portion of Lessor's Property more particularly described on **Exhibit C** and depicted on **Exhibit D**, (the "Premises")

2. **Term.** The term of this Lease commences on 1st day of July 2025 (the "Commencement Date"), and terminates on the 30th day of June 2029, unless earlier terminated as provided in herein.

3. **Rent.**

3.1. **Rent.** Commencing on the Commencement Date, Lessee shall pay Lessor as rent ("Rent") \$11,850 per year, in advance on or before the anniversary of the Commencement Date each year throughout the term of this Lease. Rent shall increase on each anniversary of the Commencement Date by three percent (3%) over the previous year's Rent.

3.2. **Payment Address.** All payments should indicate the contract number assigned to the Lease and must be sent to:

PacifiCorp
Attn: Central Cashier's Office
P.O. Box 5504
Portland, OR 97228
Contract #260403

3.3. **Late Payments.** Any installment of rent or any other charges that Lessee does not pay when due will incur a late charge equal to ten percent (10%) of the delinquent

payment. In addition, any Rent payment which is not made within fifteen (15) days after the same is due will bear interest at ten percent (10%) per annum or the maximum rate an individual is permitted by law to charge.

3.4. Holdover. If Lessee retains possession of the Premises or any part thereof after the termination of this Lease, Lessee will be deemed to have a month-to-month tenancy and Lessee agrees to pay Lessor a monthly installment of rent at one hundred ten percent (110%) the rate due and payable for the month immediately preceding such holdover, computed on a per-month basis for each month or part of a month that Lessee remains in possession of the Premises. In addition, Lessee is obligated to pay to Lessor all direct and consequential damages sustained by Lessee's retention of possession of the Premises. The provisions of this Section will not be deemed to limit or exclude any of Lessor's rights of reentry or any other right granted to Lessor under this Lease or at law.

4. Lessee's Use of the Premises. Subject to the terms and conditions of this Lease, Lessee may use the Premises for a detention pond and public park ("Lessee's Permitted Uses") and for no other purposes whatsoever. Lessee accepts the Premises in their present condition without warranty by Lessor as to present or future condition. Lessor is under no obligation to repair, maintain, or improve the Premises. Nothing in this Lease shall be construed as to give Lessee any right to use the Premises or other property or facilities except for Lessee's Permitted Uses.

5. Safety. Lessee shall adhere to the requirements of the National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the Occupational Safety and Health Act ("OSHA") and the Utah High Voltage Powerline Act, all of which are incorporated by reference, any governing authority having jurisdiction over the subject matter, and any other safety requirements PacifiCorp may require. Where difference in specifications may exist, the more stringent shall apply. All requirements referred to in this Lease shall mean the current edition of such code and shall include any additional requirements of any applicable federal, state, county or municipal code or regulatory agency. Grantee understands that the construction of stationary infrastructure and supports such as trail/ road signage, playground equipment or light structures in high voltage right of way should be avoided. If the area within the right of way for a high voltage transmission lines is to be utilized to provide general pedestrian traffic, the associated infrastructure should be designed to mitigate the occurrence of shock sensations caused from the difference of electric charge between metallic objects and pedestrians.

6. Lessor's Use of the Premises. Lessor will continue to use the Premises for the construction, operation, maintenance, repair, replacement, removal, and/or addition of transmission and distribution lines, poles, towers, communication lines, communication towers and ground equipment and other facilities and equipment associated with the generation, transmission, and distribution of power (collectively, "Lessor's Facilities"). Such use may also include equipment and facilities of others. Lessor will also continue to use the Premises to access adjoining properties and facilities, including properties and facilities that may be used in the future. The uses described in this paragraph, as they may be limited or further specified in this Lease, are referred to collectively as "Lessor's Permitted Uses." Lessor reserves the right to

access the Premises at any time and without notice to perform Lessor's Permitted Uses. In no event shall Lessor have any obligations, duties, or liabilities to Lessee with respect to loss or diminution of use caused thereby to Lessee or the Premises.

However, if the exercise of Lessor's Permitted Uses requires Lessee to make changes to any of Lessee's structures or other improvements located on the Premises, Lessor shall give Lessee at least thirty (30) days' advance written notice (except in the case of an emergency) and thereafter work cooperatively with Lessee to allow Lessee to make reasonable changes or additions (subject to Lessor's reasonable approval) to the Lessee Improvements (as defined below) necessary to accommodate Lessor's Permitted Uses. Lessee acknowledges that activities related to Lessor's Permitted Uses may result in disruption, displacement, or temporary loss of access during construction. Lessee shall not be entitled to any loss or damages due to Lessor's Permitted Uses; however, if Lessor's Permitted Uses prevent or substantially limit Lessee's Permitted Uses, Lessee may terminate this Lease upon thirty (30) days' written notice to Lessor.

7. Lessee Improvements.

7.1. Prior Written Consent. Lessor's prior written consent is required before Lessee may make improvements ("Lessee's Improvements") or changes to the Premises, including changing existing ground elevation, excavating, constructing paved or concrete parking areas, installing parking related structures or lighting structures, and/or installing landscaping to the Premises. Before commencing work on Lessee's Improvements, Lessee shall provide Lessor with detailed plans and specifications for the proposed change or improvement at least thirty (30) days in advance, for Lessor's approval. Lessor shall have the right to approve, modify or deny the plans and specifications in Lessor's sole discretion. Improvements should be constructed of acceptable, non-metallic materials, such as pressure treated wood, polyvinyl chloride (PVC), fiberglass, concrete or carbon fiber. Lessee shall not begin any improvements until Lessee's plans are complete and have been approved by Lessor.

7.2. Construction. All approved improvements shall be made in a good and workmanlike manner. Lessee shall timely cure, at Lessee's expense, any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, in a manner reasonably satisfactory to Lessor.

7.3. Access Paths. Lessee shall ensure that any trails/pathways installed on the Premises are at least 12 feet in width and constructed to support Lessor's vehicles and equipment in excess of 50 tons. Any curb and gutter installed shall be high-back type and will contain a thirty (30) foot curb cut on both sides located at places designated by Lessor, which curb cuts shall be sufficient to allow the passage of Lessor's equipment and vehicles.

7.4. Climbing Barriers. Lessee shall pay all costs associated with the design, construction and installation of climb resistant barriers on transmission structures located within the Premises.

8. Lessee's Use and Improvements.

8.1. Flammable Materials. Lessee shall not place or store any flammable material, including but not limited to chemical solvents, fuels, rubbish piles, haystacks, or lumber products on the Premises, excluding from this prohibition, however, motor vehicles fuels and lubricants properly contained in vehicles coming onto the Premises.

8.2 Storage; Proximity to Power Lines. Lessee shall not cause or permit any structure, building, automobile, or equipment to be placed, erected, or stored on the Premises without Lessor's prior written consent, nor shall Lessee, under any circumstances place any object or allow any person to come within twenty (20) feet of any power lines on the Premises. Lessee understands and acknowledges that electricity can arc between lines and persons or objects within twenty (20) feet of the lines Lessee assumes all risks related thereto.

8.3 Noxious Weeds. Lessee shall control the growth of any noxious weeds or other growth on the Premises in accordance with the requirements of any governmental agency having jurisdiction.

8.4 Notice of Damages or Theft. Lessee shall notify and give notice to Lessor of any mortality, theft, vandalism, loss, or damage to the Premises, within twenty-four (24) hours of the discovery of any such event.

8.5 Condition of Premises. Lessee shall keep and maintain the Premises in a clean, prudent, and husband like manner and in conformity with good conservation and business practices.

8.6 Off Road Travel. Use of trucks, tractors, or other large vehicles off established roads is prohibited except for customary and routine maintenance of the Premises.

8.7 Soil Erosion. Lessee will control soil erosion as completely as practicable by stripcropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form. Lessee will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways and refrain from any operation or practice that will injure them.

8.8 ALCOHOL, DRUGS, FIREARMS and TOBACCO PROHIBITED Lessee, its employees, agents, principals, and/or invitees shall not utilize, consume, or bring on to the Premises alcohol, illegal drugs, firearms, or marijuana or tobacco products.

8.9 Vegetation.

a. Lessee shall not plant any species of trees or other vegetation under or near Lessor's transmission lines that will grow to a height greater than twelve (12) feet and shall otherwise keep and maintain the Premises clear of all brush, trees and timber that exceeds twelve (12) feet in height or any other vegetation that may endanger Lessor's facilities or improvements or that may impede Lessor's use or access to the Premises.

b. No landscaping other than grass or gravel types of materials shall be placed within 50 feet of Lessor's electrical structures including guys and anchors.

c. Lessee will verify that any landscaping or irrigation installed shall have proper drainage so that the ground is stable enough for Lessor's equipment weighing in excess of 50-tons.

d. All proposed irrigation, including sprinklers, shall be designed to handle equipment weighing in excess of 50-tons.

9. Assignment and Subletting. Lessee may not transfer or assign this Lease in whole or in part, and may not sublet any portion of the Premises without the express written approval of Lessor, which approval shall be in Lessor's sole discretion.

10. No Liens, Encumbrances or Claims. If any lien, encumbrance, or claim not previously approved in writing by Lessor is filed or recorded against the Premises from any action or inaction by Lessee, Lessee shall immediately remove or bond over the same.

11. Compliance With Law; No Waste. Lessee shall comply with all laws, ordinances, and regulations pertaining to Lessee's Use of the Premises, including environmental laws and regulations. Lessee shall indemnify, defend, and hold harmless Lessor from loss, cost, or damage by reason of any actual or alleged violation by Lessee thereof, and from any liability, including fines, penalties and other costs, arising out of Lessee's failure to so comply. Lessee shall at all times keep the Premises in a neat and orderly manner reasonably satisfactory to Lessor. Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb adjoining landowners or which may violate the law. The Parties agree not to take any action that will seek to void or invalidate this Lease, or otherwise participate in any challenge to the validity or enforceability of this Lease, on the basis that this Lease, or any of its terms or conditions, may violate any laws, ordinances or regulations relating to the division or subdivision of land.

12. Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor, its parent and affiliates, and its and their respective officers, directors, employees and agents from any and all liability, claim, loss, costs, damages, or expenses (collectively, "Liabilities") arising by reason of any personal injury, including death, or property damage, including Lessee's and Lessor's property and the property of all other persons, occurring on or about the Premises and arising in connection with Lessee's use of the Premises. Lessee covenants and agrees to, at all times, protect Lessor and the Premises, including Lessor's improvements or property on the Premises, from any and all injury, damage, or loss by reason of any cause whatsoever growing out of or related to Lessee's use of the Premises. Notwithstanding the foregoing, Lessor acknowledges and agrees that Lessee is a governmental entity under the Governmental Immunity Act of Utah, nothing in this Lease shall be construed as a waiver of any protection, rights, or defenses applicable to Lessee under the Act, including the provisions of Utah Code Ann. § 63G-7-604, as amended, regarding limitations of judgments.

13. Insurance. Without limiting any liabilities or any other obligations of Lessee, Lessee shall procure and continuously maintain for the duration of this Lease, with insurers having an A.M. Best's rating of A/VII or better, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease or Lessee's use or occupancy of the Premises as follows:

13.1 Workers' Compensation. Lessee shall comply with all applicable Workers' Compensation laws and furnish proof thereof satisfactory to Lessor prior to use, occupancy or commencing work on the Premises.

13.2 Employers' Liability. Lessee shall maintain employers' liability insurance with limits not less than of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 by disease policy limit.

13.3 Commercial General Liability. Lessee shall maintain Commercial General Liability insurance the most recently approved ISO (Insurance Services Office) policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (on a per location basis) to protect against and from any and all loss by reason of bodily injury or property damage on or about the Premises, including the following coverages:

- a. Premises and operations coverage
- b. Independent contractor's coverage
- c. Contractual liability
- d. Broad form property damage liability
- e. Personal and advertising injury liability, with the contractual exclusion removed
- f. Sudden and accidental pollution liability, as applicable

13.4 Business Automobile Liability. Lessee shall maintain Business Automobile Liability insurance the most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage including sudden and accidental pollution liability, with respect to Lessee's vehicles whether owned, hired or non-owned, assigned to or used in any way on the Premises.

13.5 Umbrella Liability. Lessee shall maintain business automobile liability insurance on a most recently approved ISO policy form, or its equivalent, with a minimum combined single limit of \$5,000,000 for bodily injury and property damage including sudden and accidental pollution liability per accident, with respect to Lessee's vehicles whether owned, hired or non-owned, assigned to or used in any way on the Premises.

13.6 Adequate Coverage. Lessor does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Lessee, and Lessee shall be solely responsible for any deficiencies thereof.

13.7 Additional Insured. Except for workers' compensation, the policies required herein shall include provisions or endorsements naming Lessor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, servants and insurers as additional insureds or loss payees, as applicable to specific insurance coverage. The commercial general liability additional insured endorsement shall be ISO Form CG 20 10 and ISO Form CG 20 37, or their equivalents.

13.8 Lessee's Insurance Primary; No Right of Recovery or Subrogation. To the extent of Lessee's negligent acts or omissions, all policies required by this Lease shall include: (i) provisions that such insurance is primary insurance with respect to the interests of and that any other insurance maintained by Lessor (including self-insurance) is excess and not contributory insurance with the insurance required hereunder; and (ii) provisions that the policy contain a cross liability or severability of interest clause or endorsement in the commercial general liability and automobile liability coverage. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against Lessor, its parent, divisions, affiliates, subsidiary companies, co-lessees or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all of the above-referenced entities evidenced by waiver of subrogation wording.

13.9 Certificate of Insurance. Lessee shall provide a certificate of insurance to Lessor confirming the issuance of such insurance prior to Lease Commencement. Lessee shall not cancel or reduce limits of liability without (i) ten (10) calendar days' prior written notice to Lessor if canceled for nonpayment of premium; or (ii) thirty (30) calendar days' prior written notice to Lessor if canceled for any other reason. Lack of notification shall be considered a material breach of this Lease.

14. Termination. This Lease may be terminated prior to the expiration of its initial term or any Extension Period upon the happening of any of the following events:

14.1. Failure to Pay Rent. Lessor may terminate this lease upon Lessee's failure to pay Rent, or any other monetary sums required to be paid under this Lease, where such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee.

14.2. Failure to Perform. Lessor may terminate this lease upon Lessee's failure to observe and perform any other term, covenant, or condition of this Lease to be observed or performed by Lessee where such failure continues for forty (40) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of the default cannot reasonably be cured within the forty (40) day period, Lessee shall not be deemed to be in default if Lessee shall within the forty (40) day period commence action to cure the default and thereafter diligently prosecute the same to completion.

14.3. Termination by Notice. Lessor or Lessee may terminate this lease at any time for any reason with sixty (60) days' written notice to the other Party.

15. Events Upon Termination. Upon expiration or termination of this Lease, Lessee shall not be entitled to damages of any kind, including lost profits or relocation costs or expenses. Lessee agrees to promptly remove all personal property and surrender the Premises in good condition satisfactory to Lessor, reasonable wear and tear excepted. If, upon the expiration or termination of the Lease, Lessor is required to dispose of Lessee Improvements which are not affixed to the real property, or which have not been consented to in writing by Lessor, then Lessee agrees to reimburse Lessor for the reasonable costs of such removal. The obligations under this Section shall survive termination or expiration of this Lease.

16. Lessor's Other Rights. In addition to all other rights provided herein or by law, Lessor shall have the right to enter upon and inspect the Premises at all reasonable times, to show or sell the Premises to prospective lessees (during the last 90 days of the term of the Lease) or purchasers, to assign its rights under this Lease, or to mortgage or pledge the Premises as security to a lender, in which event the Lessee will subordinate its rights as may be reasonably necessary to accommodate the security interest of lender. In any event, this Lease shall continue in full force and effect unless terminated according to the terms hereof.

17. Eminent Domain.

17.1 Partial Taking. If a portion of the Premises is condemned and Section 16(b) does not apply, Lessor shall be entitled to all the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation; however, Lessee shall have the right to terminate the lease upon thirty (30) days' advance written notice. If Lessee does not so terminate, the Lease shall continue on the existing terms.

17.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the Lessee's Permitted Uses, the Lease shall terminate as of the date the title vests in the condemning authority. Lessor shall be entitled to all the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation; however, Lessee may pursue its own award against the condemning authority.

18. Miscellaneous.

18.1. Notice. Any notice, consent or request under this Lease shall be made and in writing and is considered given under this Lease when actually received, either as a result of: (i) personal delivery to the recipient named below, (ii) delivery by express carrier such as FedEx or UPS, or (iii) delivery by United States mail, either registered or certified, as evidenced by return receipt, addressed by name and address to the Party intended. Inability to deliver due to change of address for which no notice was given or refusal to accept delivery shall be deemed delivery hereunder. All notices shall be given to the following:

LESSOR:
PacifiCorp
Property Management Department
1407 West North Temple
Salt Lake City, Utah 84116

LESSEE
Matt Andrews: City Manager
Roy City Corporation
5091 S. 1900 W.
Roy, UT 84067

Upon written notification, either Party may designate a different individual or address for notices.

18.2. Titles and Captions. Section titles and captions to this Lease are for convenience only and shall not be deemed part of this Lease and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or subparts of this Lease.

18.3. Applicable Law. This Lease shall be construed in accordance with and governed by the laws of the state of Utah.

18.4. Binding Effect Upon Successors. This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of this Lease.

18.5. Integration. This Lease constitutes the entire agreements between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Lease shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

18.6. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Either Party may, by notice delivered in the manner provided in this Lease, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of the other Party. No waiver shall affect or alter the remainder of this Lease but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

18.7. Rights and Remedies. The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Each Party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

18.8. Severability. In the event any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way effect any other covenant or condition contained herein. If such condition, covenant, or other provisions shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18.9. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Lease or if a Party finds it necessary to retain an attorney to enforce its rights under this Lease, all costs and

expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorney's fees, shall be paid by the non-prevailing Party.

18.10. Authorization. Each Party covenants and warrants to the other that it has full right, power, and authority to execute this License and that the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any agreement binding on that Party. Each Party represents that its representative who executes this Lease has been duly authorized to do so by appropriate corporate action.

18.11. Recordation. This Lease may not be recorded on behalf of either Party; however, upon Lessee's request, Lessor and Lessee agree to record a "short form" of the Lease, which shall contain a description of the Premises, the term of the Lease, and the Parties to the Lease. The short form of the Lease shall not modify the terms of the Lease or be used in interpreting the Lease and in the event of any inconsistency between this Lease and the short form of the Lease, the terms and conditions of this Lease shall control.

18.12. Counterparts; Digital Signature, Electronic Delivery. This Lease may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The Parties may sign with a digital signature. Signatures transmitted in PDF format by electronic mail shall be binding upon the Parties with the same force and effect as original signatures.

18.13. Jury Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year last written below.

LESSOR:

LESSEE:

PACIFICORP, an Oregon corporation

ROY CITY CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
("Lessor's Property")

Legal Description

BEN LOMOND TERMINAL CORRIDOR LANDS

A certain parcel of real property situate in the NW¼ of Section 22, Township 5 North, Range 2 West, S.L.M., Weber County, State of Utah, taxlots #90880077 & #90880078, more particularly described as follows:

Parcels 090880077 & 090880078

All of Lots 3, 4, 5, 6, 7, and 8 as described in the Pinto Acres No. 1 Subdivision Plat dedicated May 22, 1974 being land acquired by deed dated January 23, 1978 from Higley, Edwin M. & Afton C. Nixon, Pearl E. D.; Smith, Kathryn D. and recorded as instrument no. 655890 in book 1112, page 578 in the records of the county recorder of said county.

Parcel 090880077

Beginning at the northeast corner of Lot 3, Pinto Acres No. 1 Subdivision thence west 268.71 feet to the northwest of Lot 2, Pinto Acres No. 1 Subdivision, thence south 200 feet to the Southwest corner of Lot 1, Pinto Acres No. 1 Subdivision, thence easterly along the North right of way line of 5700 South Street to the southeast corner of Lot 4, thence North 311.60 feet to the point of beginning; containing 1.49 acres, more or less.

Total 2.94 acres, more or less.

EXHIBIT B

Depiction

The “Lessor’s Property”



EXHIBIT C

Legal Description

The "Premises"

Parcel 090880077

Beginning at the northeast corner of Lot 3, Pinto Acres No. 1 Subdivision thence west 268.71 feet to the northwest of Lot 2, Pinto Acres No. 1 Subdivision, thence south 200 feet to the Southwest corner of Lot 1, Pinto Acres No. 1 Subdivision, thence easterly along the North right of way line of 5700 South Street to the southeast corner of Lot 4, thence North 311.60 feet to the point of beginning; containing 1.49 acres, more or less.

Parcel 090880078

Beginning on the south boundary line of Lot 8, Pinto Acres No. 1 Subdivision at a point 1359.83 feet south and 876.40 feet west, from the north one quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence N. 89°57' W. 160 feet to the southwest corner of said Lot 8, on the east right of way line of 3260 West Street, thence N. 0°03' E. 400 feet along the west boundary line of Lots 8, 7, 6 and 5, to the northwest corner of said Lot 5, thence S. 89°57' E. 95.0 feet along the north boundary line of said Lot 5, to a point of curvature of a 63.07 foot radius curve to the right, thence southeasterly 45.37 feet along the arc of said curve to a point of tangency, thence S. 48°44' E. 31.17 feet along the northerly boundary line of said Lot 5, thence S. 0°03' W. 363.84 feet to the point of beginning, and being in Lots 5, 6, 7 and 8, of said Pinto Acres No. 1 Subdivision in the E1/2 of the NW1/4 of said Section 22. Containing 1.45 acres, more or less.

EXHIBIT D
Depiction
The “Premises”



RESOLUTION NO. 25-22

**A RESOLUTION AUTHORIZING AND APPROVING AN INTERLOCAL
AGREEMENT WITH WEBER COUNTY FOR THE PROVISION OF TECHNICAL
FORENSIC SERVICES FOR ROY CITY**

WHEREAS, the City of Roy (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, Utah Code Ann. § 11-13-101 et. Seq., permits governmental entities to enter into cooperation agreements with each other;

WHEREAS, such agreement is in furtherance of the purposes of Utah Code Ann. § 11-7-1;

WHEREAS, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities;

WHEREAS, the proposed interlocal agreement delineating the relevant terms, conditions, and obligations of the parties is attached to this resolution as “Exhibit A”; and

WHEREAS, the City Council finds that adopting and supporting the interlocal agreement is in the best interest of the citizens of Roy City;

NOW THEREFORE, the Roy City Council hereby resolves to adopt the attached Interlocal Agreement between Roy City Corporation and Weber County approving and authorizing the execution of the Interlocal Agreement for Technical Forensic Services. The Mayor of Roy City is authorized and directed to execute the Interlocal Agreement for and on behalf of Roy City.

Passed this 15th day of July, 2025.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

This Resolution has been approved by the following vote of the Roy City Council:

Councilmember Paul _____

Councilmember Scadden _____

Councilmember Saxton _____

Councilmember Wilson _____

Councilmember Jackson _____

INTERLOCAL AGREEMENT FOR THE PROVISION OF TECHNICAL FORENSIC SERVICES

This agreement is made effective on July 1, 2025, and is entered into by and among Weber County (“Provider”) and the following jurisdictions: Harrisville, Morgan County, North Ogden City, Ogden City, Pleasant View, Riverdale City, Roy City, South Ogden City, Weber State University, Farr West City, Hooper City, Huntsville, Marriott-Slaterville, Plain City, Uintah, Washington Terrace and West Haven (“Jurisdictions”). The parties to this agreement may collectively be referred to as the “Parties” or individually as a “Party” throughout the agreement.

RECITALS

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter agreements for a public agency to provide law enforcement services to one or more other public agencies; and

WHEREAS, all of the Parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, the provision of effective and efficient technical forensic services requires specially trained personnel and the deployment of specialized equipment; and

WHEREAS, the Weber County Sheriff’s Office has the expertise to provide such technical services for law enforcement agencies and has been providing such services for approximately 25 years; and

WHEREAS, the Weber County Sheriff’s Office is willing to continue to provide such services for law enforcement agencies in the Jurisdictions;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, the above-named parties do mutually agree and undertake as follows:

SECTION ONE TERM

- A. Term. This agreement shall be for a period of five years, commencing on July 1, 2025, and continuing through June 30, 2030, unless otherwise terminated as herein provided.
- B. Renewals. At the end of the five-year term, the Parties agree to review this agreement to determine if it continues to meet their needs and its purpose. If no changes are needed, and the Parties do not take any action to rescind or amend this agreement, it will automatically renew for an additional five-year term. Automatic renewals may continue to occur at the end of each five-year term through June 30, 2045, at which point this

agreement will need to be renegotiated.

- C. Termination Without Cause. Any Party may terminate its participation under this agreement, with or without cause, by giving written notice of its intent to withdraw from this agreement by September 1st of the year prior to the desired termination date. If a Party provides notice of its intent to terminate by September 1st, the agreement will terminate and the Provider will cease providing services on July 1st of the following year.
- D. Termination for Cause. Provider may terminate this agreement with a Jurisdiction for failure to pay its required assessment or any other amount owed under this agreement. Any Jurisdiction may terminate its participation in this agreement if the Provider substantially fails to perform the agreed-upon forensic services.

Prior to terminating the agreement for cause, the terminating party must send written notice describing the breach in sufficient detail to allow that Party to cure the breach. If the breach has not been cured after 30 days, the terminating Party may terminate its participation in this agreement by giving written notice of termination to the Parties.

SECTION TWO

SCOPE OF PROVISION OF TECHNICAL SERVICES

- A. Beginning on the commencement date, Provider shall:
 - 1. Upon request, provide trained forensic technicians to law enforcement agencies that are associated with the participating Jurisdictions.
 - 2. Ensure that technicians are available to respond to crime scenes 24 hours per day, 365 days per year.
 - 3. Ensure that technicians assess, secure, and preserve the integrity of the crime scene to prevent contamination or loss of evidence.
 - 4. Collect, package, seal, and label all physical evidence in a manner that prevents cross-contamination or degradation.
 - 5. Follow strict chain-of-custody protocols to track possession, transfer, and analysis of evidence.
 - 6. Perform on-scene tests where warranted and conduct or coordinate in-depth scientific analyses in a dedicated forensic laboratory.
 - 7. Maintain evidence in a secure, access-controlled facility, ensuring it is safeguarded from theft, tampering, or environmental damage.
 - 8. Coordinate the lawful return or disposal of evidence once it is no longer needed for investigative or prosecutorial purposes, in accordance with applicable law and

jurisdictional policies.

9. Prepare complete, accurate, and timely forensic reports summarizing the collection methods, analytical findings, and conclusions.
10. Provide technicians and analysts to testify in court proceedings as necessary.
11. Adhere to all applicable federal, state, and local laws and regulations governing evidence handling and forensic testing.

SECTION THREE ADVISORY BOARD

- A. There is hereby created an Advisory Board, which shall consist of the chiefs of the police departments from participating Jurisdictions as well as the Weber County Sheriff and the Weber County Attorney. Those Jurisdictions that have an agreement with the Sheriff for the provision of law enforcement services within their jurisdiction shall be represented by the Sheriff on the Advisory Board and will not have their own seat on the Advisory Board.
- B. The duties of the Advisory Board in regard to this agreement shall be to:
 1. Determine the protocol of response when requests are made to the Provider for assistance.
 2. Resolve complaints and concerns expressed by the Jurisdictions and/or Provider.
 3. Periodically review and evaluate the performance of the Provider under this agreement.
 4. Assist in obtaining funding to support this agreement through a yearly evaluation of assessments to Parties and through requests for alternative funding from state, federal, or private sources.
- C. Each individual on the Advisory Board shall be entitled to vote, and decisions of the Advisory Board shall be made by majority vote.

SECTION FOUR COMPENSATION

- A. Each year in September, CSI shall prepare a budget, present the proposed budget to the Advisory Board, incorporate changes as requested by the Advisory Board, and then present the proposed budget to the Board of Weber County Commissioners for approval. Once the Board of County Commissioners approves the budget, CSI will invoice each Jurisdiction for its percentage of the total approved budget.

- B. The percentage owed by each Jurisdiction will be calculated based on the Jurisdiction's population (based on data received from the Utah State Tax Commission) and the average number of calls made to CSI in the prior five years. The Jurisdictions will pay their invoice by July 1st of each year beginning on July 1, 2025.
- C. The CSI budget is set up in a separate enterprise fund. Any remaining balance at the end of the year will go into a Fund Balance. Any shortages in the budget will come out of the Fund Balance. If the Fund Balance falls below a minimum of 2 months of operational costs, additional funds will be requested in the invoices to the Jurisdictions for the next allocation.
- D. Jurisdictions that are not a part of this agreement who request forensic services may enter into an MOU with Provider. The cost of services will be determined at that time, looking at the jurisdiction's needs and estimated usage.

SECTION FIVE MISCELLANEOUS

- A. Amendments. This agreement may be amended in whole or in part at any time by a written amendment approved and signed by all Parties in the manner provided by law.
- B. Authorization. The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.
- C. Broad Construction. It is the intent of the Parties that the joint and cooperative undertaking contemplated in this agreement be broadly construed to include all actions, undertakings and objectives necessary to accomplish the purposes and objectives set forth herein.
- D. Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this agreement.
- E. Counterparts. This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- F. Documents on File. Executed copies of this interlocal agreement shall be placed on file in the office of the Keeper of the Records of each of the Parties and shall remain on file for public inspection during the term of this interlocal agreement.
- G. Effective Date. This interlocal agreement shall become effective immediately upon the execution of a resolution authorizing this agreement by each of the Parties.
- H. Employee Status. It is expressly understood and agreed by the Parties hereto that any and all personnel furnished by the Weber County Sheriff's Office under the terms of this

agreement shall remain employees of Weber County Sheriff's Office, will abide by all of the rules and regulations of the Weber County Sheriff's Office, and will accept the direction of officials of the Weber County Sheriff's Office while performing the technical forensic services which are the subject of this agreement.

- I. Entire Agreement. This agreement shall constitute the entire agreement between the Parties.
- J. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- K. Indemnification. Each of the Parties to this agreement agrees to defend, hold harmless, and indemnify the other Parties for the intentional, reckless, or negligent acts or omissions of its employees, agents, or officials against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property, caused by their employees, agents, or officials; provided, however, that in no event shall the indemnification obligations of the Parties hereunder exceed the amounts set forth in Section 63G-7-604 of the Utah Governmental Immunity Act, Utah Code Annotated Subsection 63-7-101 et seq., (1953), which are in effect at the time judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the Parties are otherwise entitled. The provisions of this paragraph shall survive the termination of this agreement.
- L. Non-Assignability. Neither the Provider nor the Jurisdictions shall transfer or delegate any of its rights, duties, powers or obligations under this interlocal agreement without the consent of each of the Parties.
- M. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- N. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
- O. Severability of Provisions. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- P. Warranties of Parties. Each Participant hereby represents and warrants that:
 - (i) it is a public agency or public entity within the meaning of the Interlocal Act; and
 - (ii) it is duly authorized to execute and deliver this interlocal agreement; and

- (iii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this interlocal agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

Q. Property Acquired. All property acquired as a result of this cooperative undertaking will become and remain the property of the Provider.

R. Force Majeure. The Parties will not be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond the Party's reasonable control.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed and effective as of the date first above written.

ROY CITY,
A Municipal Corporation

Mayor

ATTEST:

City Recorder

Dated this ____ day of _____, 2025

APPROVED AS TO FORM:

Attorney for Roy City



SYNOPSIS

Application Information

Applicant: Ron D & Linda R Bexell
Maria G Broman
Ervin K & Penny E Spencer

Request: Ord No 25-10 – To consider a request to amend the General Plan (Future Land Use Map) from Single-Family Residential to Multi-Family Residential.

Ord No 25-11 – To consider a request to amend the Zoning Map from RE-20 (Residential Estates) to R-5 (Multi-Family Residential)

Approximate Address: 2349 West 6000 South & 2365 West 6000 South

Land Use Information

Current Zoning: RE-20 (Residential Estates)

Adjacent Zoning: North: R-1-8; (Single-Family Residential)
South: Sunset - R-3; (Multi-Family Residential)
East: RE-20 (Residential Estates)
West: R-1-8; (Single-Family Residential)

Current General Plan: Single-Family Residential

Staff

Report By: Steve Parkinson

Staff Recommendation: Approve

PC Recommendation: Approve

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 5 – Amendments to General Plan and Zoning Map

CONFORMANCE TO THE GENERAL PLAN

4 - MODERATE INCOME HOUSING RECOMMENDATIONS

Roy City aims to facilitate a reasonable opportunity for a variety of housing, including moderate income. Currently, the median rent and median income ratio is below the 30 percent cost burden suggesting affordability in the near-term. Likewise, the median mortgage and household owner income ratio is below the 30 percent cost burden. However, rents are increasing at a higher rate than income. There is also cause for concern that ownership of single-family homes may become too expensive for moderate-income households in the coming years if housing price increases continue to outpace income increases.

- STRATEGY TWO: ALLOW FOR HIGHER DENSITY AND MIXED USE**
(A): Rezone for densities necessary to facilitate the production of moderate-income housing.

PREVIOUS PLANNING COMMISSION & CITY COUNCIL ACTIONS

The **Planning Commission** held another Public Hearing on July 8, 2025, this time for the rezone to R-5.

Public Hearing was opened for comments:

Micheal Adams, 6017 S. 2275 W., Roy, asked a question if any of the commissioners had condo's in their back yards and if they would like it. He asked why we need more townhomes? Layton, Clearfield, Sunset, Syracuse,



Ogden already have a bunch. 6000 South can't handle additional units, concerns with speeding. Doesn't want those people coming into his back yard. Against the proposal.

Hal Koga, 2215 W. 6000 S., Roy, stated that he doesn't want this, that he doesn't want any of that stuff. We already have them across the street and behind us. Is against it.

Courtney Vega, 2365 W. 6000 S., Roy, stated that she is completely OK with the proposed rezone. Roy needs more housing. We are land locked but we still need to grow and with no additional land available to grow we can only grow upward.

Deanne Chasten, 3751 W. 5575 S., Roy, made some statements regarding what Moderate Income Housing (MIH) according to the state, talked about the annual median income (AMI) of Roy city being \$91,000 and that 80% of Ami is \$82,000. How will this project help meet MIH?, How can we make Developers provide actual MIH, How can we keep costs low?

Ty Chasten, 3751 W. 5575 S., Roy, for private property rights, but had concerns with there only being one access, parking stall sizes, garbage dumpster location and pick-up, snow removal, storm water, with traffic. He understands that there is conflict between Developers and Residents.

No additional comments were made, and the Public Hearing was closed.

The Commission voted 7-0; to forward a positive recommendation to the City Council to approve and adopt Ord. No 25-11, request to amend the Zoning Map from RE-20 (Residential Estates) to R-5 (Multi-Family Residential) if the recommended R-4 changes aren't approved.

The **City Council** discussed the issues on June 17, 2025,

The Council voted 5-0 to table Ord No. 25-10 request to amend the General Plan (Future Land Use Map) from Single-family Residential to Multi-family Residential.

The Council also voted 5-0 to table Ord No. 25-11 request to rezone based on the applicant desire for an R-5 zone due to the denial of the proposed R-4 changes to increase density.

The **Planning Commission** first held a Public Hearing on May 13, 2025. This was for a General Plan Amendment from Single-Family Residential to Multi-Family Residential and for a Rezone from RE-20 to R-4.

Public Hearing was opened for comments:

Kevin Duplisea, 2433 W 6075 S, Roy, stated he lived directly west to the proposed development and said he had moved to the City about a year ago. Mr. Duplisea said he wanted the area to be used for single-family homes and expressed that he liked having a big yard and a nice view. He said he did not want to see three-story townhomes and would prefer single-family homes.

Kevin Homer, 5398 S 4000 W, Roy, said that he was not a close neighbor of the property, but said he was interested to hear the opinions of those who did live close by. Mr. Homer acknowledged the previous comment, but he opined that single-family homes would be difficult to build in such a tight space and expressed that he was in favor of the townhome concept.

No additional comments were made, and the Public Hearing was closed.

The Commission voted 7-0 to forward to the City Council a recommendation to approve Ord. No 25-10, the request to amend the General Plan (Future Land Use Map) from Single-Family Residential to Multi-Family Residential

The Commission voted 7-0; to forward to the City Council a recommendation to approve and adopt Ord. No 25-11, request to amend the Zoning Map from RE-20 (Residential Estates) to R-4 (Multi-Family Residential) or S-S (Station South) if the recommended R-4 changes aren't approved.

ANALYSIS

Background:

The area is on the south side of 6000 South, just east of the railroad tracks, to the south is Sunset City. In Sunset there is a multi-family development that this area abuts. There is currently a house and detached garage on the property. There are large old trees throughout the property.

The proposed area will contain two (2) parcels [all of 09-139-0003 & back portion of 09-139-0005] which equals approximately 3.58 acres (155,944.8 sq.-ft.) in total. See exhibit "A" for the location.

Amend Future Land Use Map:

Current Designation: The subject property currently has a land use designation as Single-Family Residential (see exhibit "B").

Requested Land Use Designation: The applicant would like to change the Future Land Use Map from the current Single-Family Residential designation to Multi-Family Residential designation.

Considerations: When considering a proposed amendment to the general plan the Commission and Council shall consider the following factors, as outlined in 10-5-5 "Criteria for approval of General Plan Amendments" of the Zoning Ordinance:

- 1) The effect of the proposed amendment on the character of the surrounding area.
- 2) The effect of the proposed amendment on the public health, welfare, and safety of City residents.
- 3) The effect of the proposed amendment on the interests of the City and its residents.
- 4) The location of the proposed amendment is determined to be suitable for the uses and activities allowed by the proposed amendment, and the City, and all other service providers, as applicable, are capable of providing all services required by the proposed uses and activities in a cost effective and efficient way.
- 5) Compatibility of the proposed uses with nearby and adjoining properties.
- 6) The suitability of the properties for the uses requested.
- 7) The effect of the proposed amendment on the existing goals, objectives, and policies of the General Plan, and listing any revisions to the City's Land Use Ordinances, this Ordinance, the Subdivision Ordinance, and any other Ordinances required to implement the amendment.
- 8) The community benefit of the proposed amendment.

The above section of the Zoning Ordinance asks some questions mostly looking at the effect the proposed land use designation and compatibility/suitability to the surrounding uses. Staff would like to comment on some these questions:

- 1) The character of the surrounding areas (see Exhibit "A") –
 - Currently the property, even though it has a single-family dwelling on it, is different than the other single-family dwellings around it. The other S-F are on smaller lots than this. Changing the designation wouldn't be any different than it is now.
 - The property's main access would be 6000 South
- 3) Interests of the City and Resident's –

There may be a conflict between the City's interests and the interest of the neighboring residents.

 - City's interest – This could be great location for multi-family to help with the City's Moderate Income Housing requirements set by the State.
 - Resident's interest – The Residents will most likely want to keep things as they are, because it's what they know and are use too.
- 5) Compatibility of the proposed uses with nearby and adjoining properties.
 - South of the proposed area exists a multi-family development.

- 7) General Plan Goals, Objectives and Policies –
 - Allowing multi-family housing development helps the city obtain their Moderate-Income Housing goals.
- 8) The community benefit of the proposed amendment –
 - Allowing multi-family housing development helps keep residents stay in the Roy that can't afford a single-family dwelling.

Amend Zoning Map:

Current Zoning: Currently the property is zoned RE-20 (Residential estates). (see exhibit "C").

Requested Zone Change: The applicant would like to have the property changed to the newly created R-5 (Multi-Family Residential) zone.

Considerations: When considering a Zoning District Map Amendment, the Commission and the Council shall consider the following factors, as outlined in section 10-5-9 "Criteria for Approval of a ... Zoning Map" of the Zoning Ordinance:

- 1) The effect of the proposed amendment to advance the goals and policies of the Roy City General Plan.
- 2) The effect of the proposed amendment on the character of the surrounding area.
- 3) The compatibility of the proposed uses with nearby and adjoining properties.
- 4) The suitability of the properties for the uses requested.
- 5) The overall community benefits.

No amendment to the Zoning Districts Map (rezone) may be recommended by the Commission nor approved by the Council unless such amendment is found to be consistent with the General Plan and Land Use Maps.

The above section of the Zoning Ordinance asks some questions mostly looking at the effect the proposed zone and compatibility/suitability to the surrounding uses. Staff would like to comment on some of these questions

- 1) Advance the goals and policies of the General Plan –
 - This would be a great location for multi-family to help with the City's Moderate Income Housing requirements set by the State.
- 2) Effect on character of area –
 - Currently the property, even though it has a single-family dwelling on it, is different than the other single-family dwellings around it. The other S-F are on smaller lots than this. Changing the designation wouldn't be any different than it is now.
 - The property's main access would be 6000 South
- 3) The compatibility of the proposed uses with nearby and adjoining properties. –
 - South of the proposed area exists a multi-family development.
- 5) The overall community benefits.
 - Allowing multi-family housing development helps keep residents stay in the Roy that can't afford a single-family dwelling.

Some additional questions that the Commission and Council needs to reflect upon are:

- Does changing or not changing the zoning provide the best options for development of this property or area?
- How can this property best be developed? As multi-family residential? Commercial - Mixed Use?

FINDINGS

1. It's the best and highest use of the land.
2. Provides additional residential dwellings by allowing for higher density.
3. Meets our Moderate-Income Housing element goals of the General Plan.

ALTERNATIVE ACTIONS

The City Council can recommend Approval, Deny or Table.

STAFF RECOMMENDATION

Staff recommends forwarding a recommendation of denial to the City Council regarding the proposed amendments to Title 10 Zoning Regulations, Chapter 10 – General Property Development Standards, § 24 – Tables of Lot and Setback Requirements for Primary Buildings, Table 10-1 – Minimum Lot and Setback Requirements for Primary Building in Residential Zones (Minimum Yard Requirements – Front Yard)

EXHIBITS

- A. Aerial Map
- B. Future Land Use Map
- C. Zoning Map
- D. Proposed Ord No 25-10
- E. Proposed Ord No 25-11

EXHIBIT "A" – AERIAL MAP

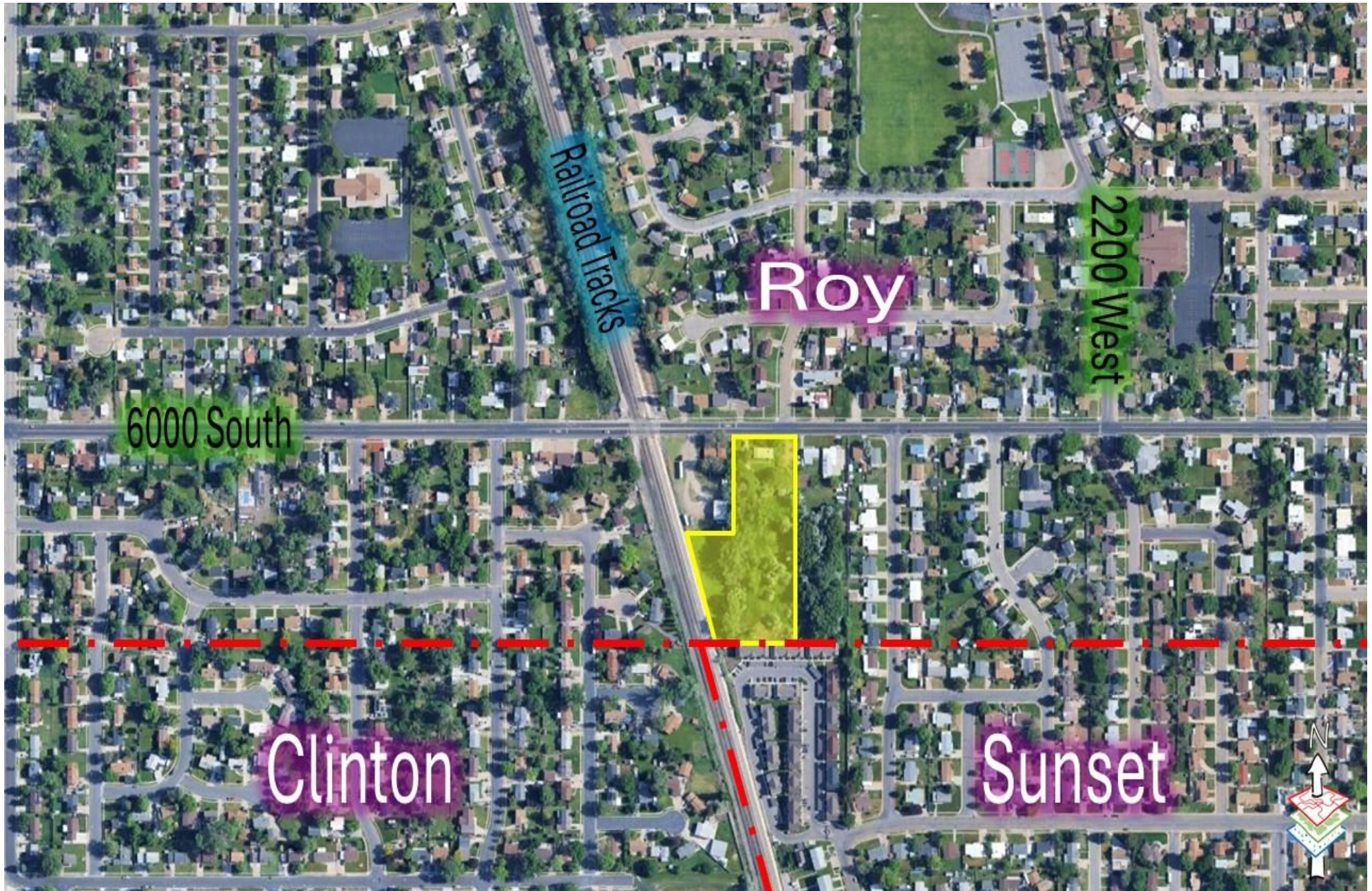
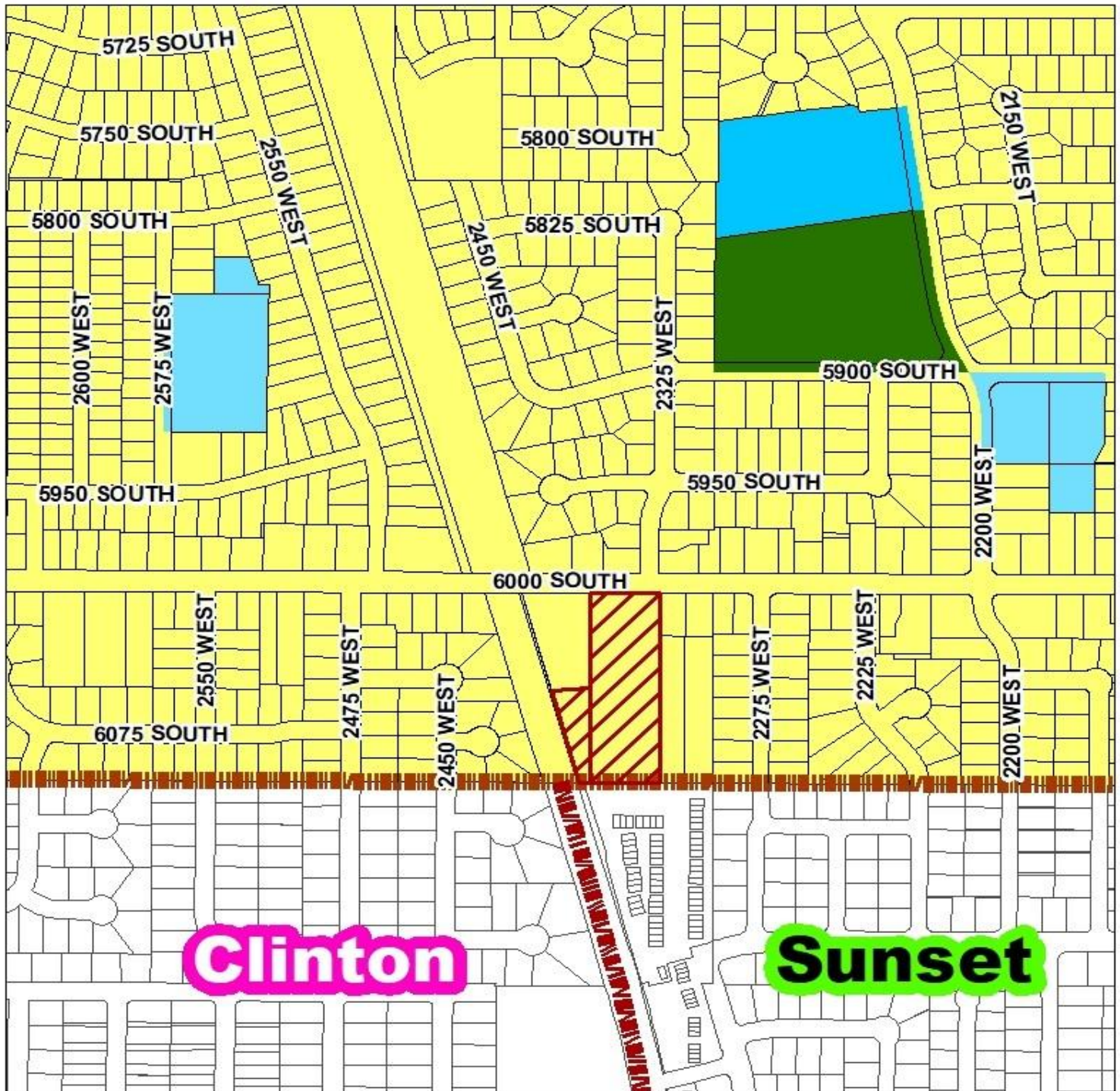


EXHIBIT "B" – FUTURE LAND USE MAP



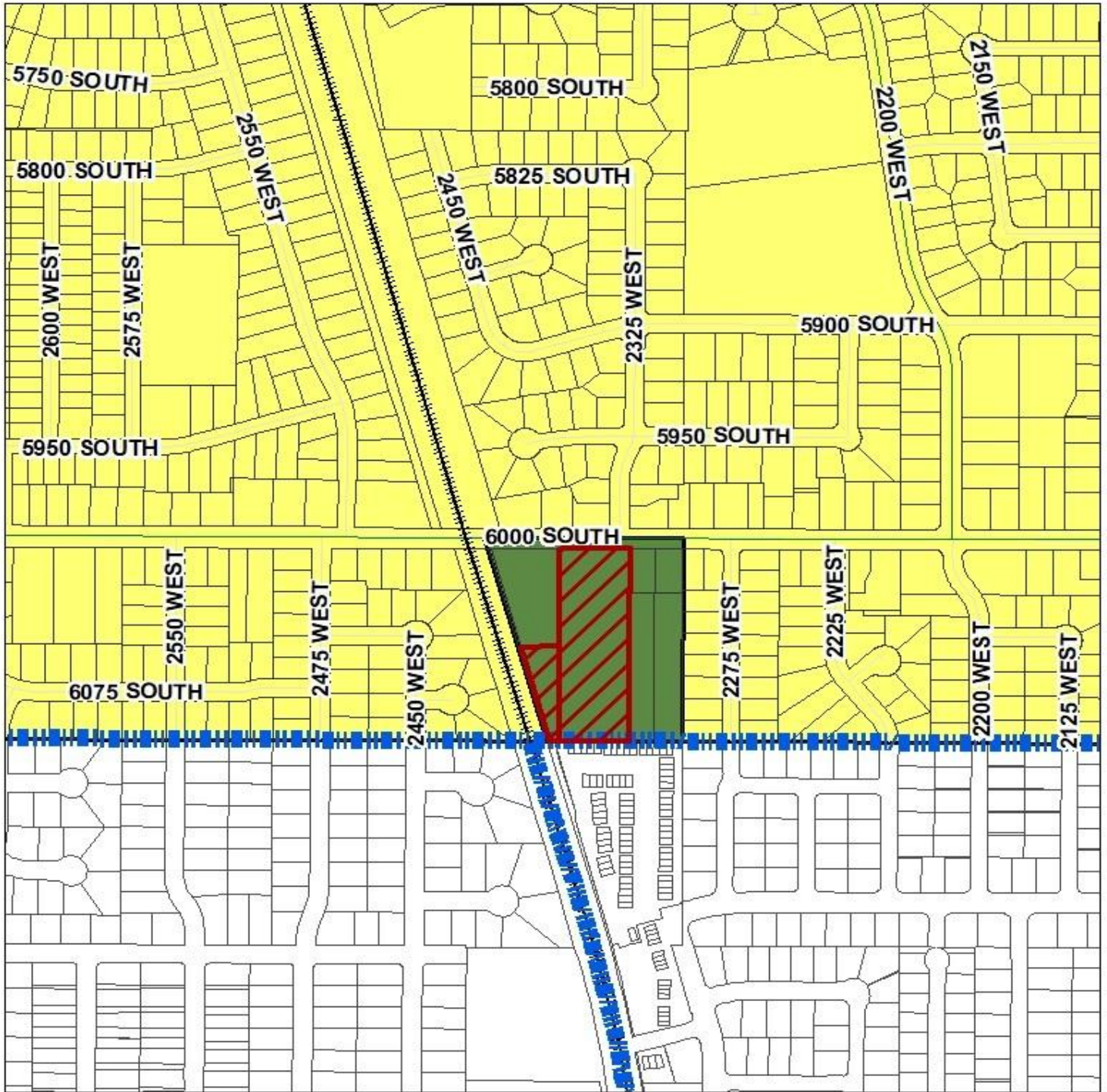
Legend

- | | |
|--|-----------------------|
| Downtown Mixed Use | Religious |
| Station Mixed Use | Parks and Green Space |
| Business Park | Utilities |
| Commercial/Mixed Use | |
| Light Industrial/Commercial Flex Space | |
| Manufactured Homes | City Boundary |
| Single-Family Residential | D & RG Rail/Trail |
| Multi-Family Residential | Railroads |
| Civic and Institutional | Selected Parcel |
| Public Schools | |


Future Land Use Map



EXHIBIT "C" – ZONING MAP



Legend

- | | | | |
|---|---------|---|-----------------|
|  | Parcels |  | Selected Parcel |
|  | RE-20 |  | R-1-8 |

**Zoning
Map**



ORDINANCE No. 25-10

**AN ORDINANCE ESTABLISHING A FUTURE LAND USE DESIGNATION OF
MULTI-FAMILY RESIDENTIAL FOR PROPERTIES LOCATED AT APPROXIMATELY
2349 WEST 6000 SOUTH & 2365 WEST 6000 SOUTH**

WHEREAS, Roy City has received a petition to amend the General Plan (Future Land Use Map) by changing the designation on a property comprising approximately 3.58 acres (155,944.8 sq.-ft.) of land located at approximately 2349 West 6000 South & 2365 West 6000 South from a designation of Single Family Residential to Multi-Family Residential; and

WHEREAS, the Planning Commission held a public hearing to review the petition and negatively recommended the change; and

WHEREAS, the City Council finds that the proposed amendment will advance the existing goals, objectives and policies of the General Plan and is assured that the change will not be detrimental to the appropriate residential use of the property; and

WHEREAS, the City Council has reviewed and considered the same in a public meeting.

NOW, THEREFORE, be it hereby ordained by the City Council of Roy City, Utah, that the General Plan (Future Land Use Map) Designation of a portion of the properties at 2349 West 6000 South & 2365 West 6000 South be established as Multi-Family Residential and that the Roy City General Plan (Future Land Use Map) be amended to depict the same.

This Ordinance has been approved by the following vote of the Roy City Council:

Councilman Jackson _____

Councilman S. Paul _____

Councilman Saxton _____

Councilman Scadden _____

Councilman Wilson _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this _____ day of _____, 2025.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

ORDINANCE NO. 25-11

**AN ORDINANCE ESTABLISHING A ZONING DESIGNATION OF R-5 FOR PROPERTIES
LOCATED AT APPROXIMATELY
2349 WEST 6000 SOUTH & 2365 WEST 6000 SOUTH**

WHEREAS, Roy City has received a petition to change the zoning on a property comprising of approximately 3.58 acres (155,944.8 sq.-ft.) of land located at approximately 2349 West 6000 South & 2365 West 6000 South from a designation of RE-20 to a designation of either R-5; and

WHEREAS, the Planning Commission held a public hearing to review the petition and negatively recommended the change; and

WHEREAS, the City Council finds that the proposed amendment will advance the existing goals, objectives and policies of the General Plan and is assured that the continued residential use of the properties will be conducted appropriately; and

WHEREAS, the City Council has reviewed and considered the same in a public meeting.

NOW, THEREFORE, be it hereby ordained by the City Council of Roy City, Utah, that the zoning designation of the properties at 2349 West 6000 South & 2365 West 6000 South be established as an R-5 designation and that the *Roy City Zoning Map* be amended to depict the same.

This Ordinance has been approved by the following vote of the Roy City Council:

Councilman Jackson _____

Councilman S. Paul _____

Councilman Saxton _____

Councilman Scadden _____

Councilman Wilson _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this ____ day of _____, 2025.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder



SYNOPSIS

Application Information

Applicant: Dustin Carter
Request: Ord No 25-14 – consider amendments to Title 10 – Zoning Regulations, Chapter 10 – General Property Development Standards, § 24 – Tables of Lot and Setback Requirements for Primary Buildings, Table 10-1 – Minimum Lot and Setback Requirements for Primary Building in Residential Zones (Minimum Yard Requirements – Front Yard)

Staff

Report By: Steve Parkinson
Staff Recommendation: Deny
PC Recommendation: Deny

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10 - Zoning Regulations
 - Chapter 5 – Amendments to General Plan and Zoning Ordinance
 - Chapter 10 – General Property Development Standards
 - 10-24 – Tables of Lot and Setbacks Requirements for Primary Buildings
 - ▽ Table 10-1 – Minimum Lot and Setback Requirements for Primary Buildings in Residential Zones
 - Front Yard

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on July 8, 2025.

Kevin Homer, 5398 S 4000 W., Roy, stated that he feels sad for what has happened, and wonders what can be done about contractors' licenses when things like this happen. He feels that Mr. Carter should seek advice from legal counsel and possibly sue the contractor for negligence.

No additional comments were made, and the Public Hearing was closed.

The Commission voted 5-2; to forward a negative recommendation to the City Council to deny the request to amend Chapter 10 – General Property Development Standards, § 24 – Tables of Lot and Setback Requirements for Primary Buildings, Table 10-1 – Minimum Lot and Setback Requirements for Primary Building in Residential Zones (Minimum Yard Requirements – Front Yard)

ANALYSIS

Background:

The applicant would like to amend Title 10, Chapter 10, Table 10-24 dealing with minimum Setbacks for Primary buildings to allow for a smaller front yard setback if you meet the exception, which would read as:

The setback from the street for any dwelling located between two existing dwellings may be the same as the smallest current setback for said two existing dwellings, provided the existing dwellings are on the same side of the street, and are located within one hundred fifty (150) feet of each other, and provided that no dwelling shall be located closer than twenty (20) feet from the right-of-way or easement line of said street.

In Mr. Carters situation (see exhibit "C") he has two neighbors abutting his property. The one on the north has a setback off of 2100 West of 20 feet, which is not a front yard setback but a side yard facing a street



setback. A 20-foot side yard facing a street setback is allowed in this area, but the other yard facing a street (5900 South) must meet the 25-foot front yard setback, which it does.

The home to the south has a setback off of 2100 west of 30 feet, which is considered her front yard even though the side of home is facing 2100 West. The front yard is facing 5950 South and has a setback of 20 feet, again because it is considered her side yard facing a street.

Corner lots have the flexibility to flip which yard setback faces which street. Case and point with the two properties on either side of Mr. Carter.

The real issue with this request is the fact that Mr. Carter built onto the front of his house, without a permit or approval, making the front of his house 23'8" from property line, which encroaches into the 25' front yard setback.

Consideration as outlined in section 10-5-9 "Criteria for Approval of a Zoning Ordinance ... Amendment" When considering a Zoning Ordinance Amendment, the Commission and the Council shall consider the following factors,

- 1) The effect of the proposed amendment to advance the goals and policies of the Roy City General Plan.
- 2) The effect of the proposed amendment on the character of the surrounding area.
- 3) The compatibility of the proposed uses with nearby and adjoining properties.
- 4) The suitability of the properties for the uses requested.
- 5) The overall community benefits.

The goals and policies of the Current and Proposed General Plan is to promote a strong and healthy Economic base. Allowing businesses to expand or come into the City does just that.

This use is currently allowed in all of the Commercial and Manufacturing zones, so the character to the surrounding areas won't change, the only affect this amendment will have is allowing more to be within the City.

The compatibility and suitability of the use again is already allowed in all Commercial and Manufacturing zones, the current code looks at surrounding zones/uses and has a distance requires so it is already determined to be compatible and suitable as long as it meets the code.

An additional question that the Commission and Council needs to reflect upon is:

- Does changing are not changing the Zoning Ordinance provide the best options for development within the City?

FINDINGS

1. The proposed amendments are not consistent with the General Plan.
2. The proposed amendments will reduce the desired Front Yard setback throughout the city.

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, Deny or Table.

STAFF RECOMMENDATION

Staff recommends forwarding a recommendation of denial to the City Council regarding the proposed amendments to Title 10 Zoning Regulations, Chapter 10 – General Property Development Standards, § 24 – Tables of Lot and Setback Requirements for Primary Buildings, Table 10-1 – Minimum Lot and Setback Requirements for Primary Building in Residential Zones (Minimum Yard Requirements – Front Yard)

EXHIBITS

- | | |
|------------------------------------|--|
| A. Applicant's Narrative | C. Front Elevation of Mr. Carters dwelling |
| B. Aerial of Mr. Carter's property | D. Proposed Ord No 25-14 |

EXHIBIT “A” – APPLICANT’S NARRATIVE

Please accept the following explanation on how the following proposed ordinance change exists in harmony with and accordance to the existing goals, objectives, and policies of the Roy City general plan.

Exception to Front Yard Setback Requirements:

The setback from the street for any dwelling located between two existing dwellings may be the same as the smallest current setback for said two existing dwellings, provided the existing dwellings are on the same side of the street, and are located within one hundred fifty (150) feet of each other, and provided that no dwelling shall be located closer than twenty (20) feet from the right-of-way or easement line of said street.

This setback exception allows for both fairness to residents and uniformity of structure setbacks within the city.

In order for a dwelling to qualify for this exception both properties on either side must have a current setback that is less than the current proscribed setback for the dwelling. And if so, the setback for the qualifying dwelling must only be the same as the larger of the two setbacks for the two dwellings bordering it, if indeed they are different from one another.

It is a fundamental issue of fairness that if the dwellings on each side of an existing dwelling have setbacks that are closer than it does then the owner of said dwelling should be able to use the same setback that they have.

This also ensures that dwellings have similar distance requirements from the street, and thus look more uniform throughout the city.

The following are citations from other municipalities that allow for exceptions:

Setback exception cities:

Stockton, UT

10-10-8: EXCEPTION TO FRONT AND SIDE SETBACK REQUIREMENTS:

The setback from the street for any dwelling located between two (2) existing dwellings may be the same as the average for said two (2) existing dwellings, provided the existing dwellings are on the same side of the street, and are located within one hundred fifty feet (150') of each other; and provided, that no dwelling shall be located closer than twenty feet (20') from the right-of-way or easement line of said street.

Willcox, AZ 7.12.190 Exception to front and side setback requirements:

The setback from the street for any dwelling located between two existing dwellings in any residential zone may be the same as the average for said two existing dwellings, provided the existing dwellings are on the same side of the street, and are located within 150 feet of each other.

Bancroft, ID

10-3-13: EXCEPTION TO FRONT AND SIDE SETBACK REQUIREMENTS:

The setback from the street for any dwelling located between two (2) existing dwellings in any residential zone may be the same as the average for said two (2) existing dwellings, provided the existing dwellings are on the same side of the street and are located within one hundred fifty feet (150') of each other.



Mapleton, UT

18.84.150: EXCEPTION TO FRONT AND SIDE SETBACK REQUIREMENTS:

The setback from the street for any dwelling located between two (2) existing dwellings in any residential zone may be the same as the average for said two (2) existing dwellings, provided the existing dwellings are on the same side of the street, and are located within one hundred fifty feet (150') of each other.

Ferron, UT

10-4-12: EXCEPTION TO FRONT AND SIDE SETBACK:

The setback from the street for any dwelling located between two (2) existing dwellings in any residential zone may be the same as the average for said two (2) existing dwellings, provided the existing dwellings are on the same side of the street and are located within one hundred fifty feet (150')

Moab City, UT

17.09.170 Exception to front and side setback requirements:

The setback from the street for any dwelling located between two existing dwellings in any residential zone may be the same as the average for said two existing dwellings, provided the existing dwellings are on the same side of the street and are located within one hundred fifty feet of each other. (Prior code § 27-3-17)

Midway City, UT

16.13.170 Exception To Front And Side Setback Requirements:

The setback from the street for any dwelling located between two existing dwellings in any residential zone may be the same as the average for the said two dwellings, provided the existing dwellings are on the same side of the street and are located within 150 feet of each other. However, no dwelling shall be located closer than 20 feet from the street.

Safford, AZ

Sec. 17.12.140. - Exception to front and side setback requirements:

The setback from the street for any dwelling located between two existing dwellings in any residential zone may be the same as the average for said two existing dwellings, provided the existing dwellings are on the same side of the street, and are located within 150 feet of each other.

Gunnison, UT

0-3-3.9 Exception to Front and Side Setback Requirements:

The setback from the street for any dwelling located between two existing dwellings may be the same as the average for said two existing dwellings, provided the existing dwellings are on the same side of the street, and are located within one hundred fifty (150) feet of each other, and provided that no dwelling shall be located closer than twenty (20) feet from the right-of-way or easement line of said street.

Charleston Town, UT

02.0617 Exception to Front and Side Setback Requirements:

The setback from the street for any dwelling located between two existing dwellings in any residential zone may be the same as the average for said two existing dwellings, provided the existing dwellings are on the same side of the street and are located within one hundred fifty feet of each other.







EXHIBIT "C" – FRONT ELEVATIONS OF MR. CARTERS DWELLING





ORDINANCE No. 25-14

AN ORDINANCE AMENDING THE ROY CITY MUNICIPAL CODE TITLE 10 – ZONING REGULATIONS; CHAPTER 10 – GENERAL PROPERTY DEVELOPMENT STANDARDS, § 24 – TABLES OF LOT AND SETBACK REQUIREMENTS FOR PRIMARY BUILDINGS, TABLE 10-1 – MINIMUM LOT AND SETBACK REQUIREMENTS FOR PRIMARY BUILDING IN RESIDENTIAL ZONES (MINIMUM YARD REQUIREMENTS – FRONT YARD)

WHEREAS, the Roy City Council finds that it is advisable and beneficial to make an update to Title 10 Zoning Regulations; Amending Chapter 10 – General Property Development Standards, § 24 – Tables of Lot and Setback Requirements for Primary Buildings, Table 10-1 – Minimum Lot and Setback Requirements for Primary Building in Residential Zones (Minimum Yard Requirements – Front Yard)

WHEREAS, the Roy City Council finds that the modifications regulating the proposed changes will be of benefit and use in enhancing and increasing long-term viability of development within residential, commercial and manufacturing areas which is important to the City; and

WHEREAS, the Roy City Planning Commission held a public hearing as required by law and has favorably recommended amendments to the City Council; and

WHEREAS, the Roy City Council has received and reviewed the recommendation of the Planning Commission and City Staff, finding it to be consistent with the goals and policies of the Roy City Zoning Ordinance and General Plan, and has reviewed and considered the same in a public meeting.

NOW, THEREFORE, be it hereby ordained by the City Council of Roy City, Utah, that the changes to Title 10 Zoning Regulation: Chapter 10 – General Property Development Standards, § 24 – Tables of Lot and Setback Requirements for Primary Buildings, Table 10-1 – Minimum Lot and Setback Requirements for Primary Building in Residential Zones (Minimum Yard Requirements – Front Yard). with the Roy City Municipal Code be amended to depict the changes.

Note - Language to be added has been **bolded** and language to be removed has been ~~struck~~ through.

This Ordinance has been approved by the following vote of the Roy City Council:

Councilmember Jackson _____

Councilmember Paul _____

Councilmember Saxton _____

Councilmember Scadden _____

Councilmember Wilson _____

This Ordinance shall become effective immediately upon passage. This Ordinance has been passed by the Roy City Council this ____ day of _____, 2025.

Robert Dandoy; Mayor

Attested and Recorded:

Brittany Fowers; City Recorder

10-10-24 Tables of Lot and Setback Requirements for Primary Buildings:

The Tables of Lot and Setback Requirements identify the lot size and building location requirements for Primary Buildings in each Zoning District provided by this Ordinance. The lot and building standards applicable to each Zoning District are identified and included in the Tables of Lot and Setback Requirements to promote usability and administrative efficiencies. General Development Standards and Site Plan Requirements shall also be considered and are provided in Chapters 11, 14, 15, and 19 herein.

- 1) Table 10-1 – Requirements for Primary Buildings in Residential Zoning Districts
- 2) Table 10-2 – Requirements for Primary Buildings in Non-Residential Zoning Districts
- 3) Table 10-3 – Requirements for Accessory Buildings in Residential Zoning Districts

TABLE 10-1 - MINIMUM LOT AND SETBACK REQUIREMENTS FOR PRIMARY BUILDINGS IN RESIDENTIAL ZONES

Site Requirements :	RE-20	RE-15	R-1-15	R-1-10	R-1-8	R-1-7	R-1-6	R-2	R-3	R-4	R-5	RMH-1
Minimum Lot Size	20,000 sq. ft.	15,000 sq. ft.	15,000 sq. ft.	10,000 sq. ft.	8,000 sq. ft.	7,000 sq. ft.	6,000 sq. ft.	Single-Family 6,000 sq.ft. Two-Family 7,500 sq.ft.	Single-Family 6,000 sq.ft. Two-Family 7,500 sq.ft. Multi-Family 3,630 sq.ft. per unit (not to exceed 12 units per acre)	Single-Family 5,000 sq.ft. Two-Family 7,500 sq.ft. Multi-Family 3,630 sq.ft. per unit (not to exceed 12 units per acre)	Single-Family 4,000 sq.ft. Two-Family 5,000 sq.ft. Multi-Family 2,178 sq.ft. per unit (not to exceed 20 units per acre)	As required by 10-11-6
Minimum Lot Size for Corner Lots	20,000 sq. ft.	15,000 sq. ft.	15,000 sq. ft.	10,000 sq. ft.	8,000 sq. ft.	7,000 sq. ft.	6,000 sq. ft.	same as minimum lot size requirement				
Minimum Lot Width	100 feet	85 feet	85 feet	80 feet	65 feet, except on corner lots it shall be 75 feet	65 feet, except on corner lots it shall be 70 feet	60 feet, except on corner lots it shall be 70 feet	60 feet	60 feet	60 feet		

Site Requirements	RE-20	RE-15	R-1-15	R-1-10	R-1-8	R-1-7	R-1-6	R-2	R-3	R-4	R-5	RMH-1
	Minimum Yard Requirements:											As required by 10-11-6
Front	30 feet	30 feet	30 feet	30 feet	25 feet	25 feet	25 feet	25 feet	25 feet	25 feet	25 feet	
Side	10 feet	10 feet	10 feet	8 feet	8 feet	8 feet	8 feet	8 feet	8 feet	8 feet	8 feet	
Rear	30 feet	30 feet	30 feet	25 feet	25 feet	25 feet	25 feet	25 feet	20 feet	20 feet	20 feet	
Distance between Multiple Dwelling Structures	n/a	n/a	n/a	n/a	n/a	n/a	n/a	20 feet	20 feet	20 feet	20 feet	
Minimum Street Side Yard for Corner Lots	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	20 feet	
Minimum Rear Yard for Corner Lots	20 feet	20 feet	20 feet	15 feet	15 feet	15 feet	15 feet	15 feet	15 feet	15 feet	15 feet	
Maximum Building Height	Thirty-five (35) feet.											
Additional Requirements for Non-Residential Structures located in a Residential Zone	Side:	20 feet or one (1) foot for every one (1) foot of building height, whichever is greater.						20 feet, plus one (1) foot for every one (1) foot over 35 feet				
	Rear:	20 feet or one (1) foot for every one (1) foot of building height, whichever is greater.						20 feet, plus one (1) foot for every one (1) foot over 35 feet				
	Requirements for Landscaping, Off-Street Parking, Buffering, Screening, and any other site requirements for Site Plan Approval are provided by Chapter 14, 15, and 19.											
	If a use occupying an existing structure was established prior to the effective date of this ordinance, the approved Site Plan requirements shall prevail.											

(Ord. 18-22, 10-16-2018; Ord 19-3, 03-19-2019)

Except to the Front Yard Setback Requirements:

The setback from the street for any dwelling located between two existing dwellings may be the same as the smallest current setback for said two existing dwellings, provided the existing dwellings are on the same side of the street, and are located within one hundred fifty (150) feet of each other, and provided that no dwelling shall be located closer than twenty (20) feet from the right-of-way or easement line of said street.

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: July 15th

Agenda Item Number: Discussion Item #1

Subject: Rail Runner Stop Sign

Prepared By: Randy R. Scadden

Background: We have had multiple community members raise concerns about the neighborhood to the south of the Rail Runner community and increased traffic.

Recommendation (Information Only or Decision): Consider putting a stop sign going South on the North West Corner of 4450 S West Park Drive immediately coming out of the Rail Runner Development.

There is already a stop sign on the South West corner coming out of the houses in the bottom of the neighborhood which would turn this into a 2 way stop.



Contact Person / Phone Number: Randy R. Scadden